

<i>SERFF Tracking Number:</i>	<i>MWSG-127963240</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Transamerica Life Insurance Company</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>AMEND-07-SVF</i>		
<i>TOI:</i>	<i>A03G Group Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Group Annuity Incidental Forms</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Filing at a Glance

Company: Transamerica Life Insurance Company

Product Name: Group Annuity Incidental Forms SERFF Tr Num: MWSG-127963240 State: Arkansas

TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed-Approved State Tr Num:  
 Sub-TOI: A03G.002 Flexible Premium Co Tr Num: AMEND-07-SVF State Status: Approved-Closed  
 Filing Type: Form Reviewer(s): Donna Lambert

Authors: June Stracener, Vickie

McCarron, Reed Bates

Date Submitted: 01/28/2012

Disposition Date: 02/02/2012

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date: 03/02/2012

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Group Market Type: Employer, Association, Trust, Other

Explanation for Other Group Market Type: labor unions, multiple employers and credit unions

Overall Rate Impact:

Filing Status Changed: 02/02/2012

State Status Changed: 02/02/2012

Deemer Date:

Created By: June Stracener

Submitted By: June Stracener

Corresponding Filing Tracking Number:

Filing Description:

TRANSAMERICA LIFE INSURANCE COMPANY

(NAIC No. 86231; FEIN No. 39-0989781)

AMEND-07-SVF Amendment to Contract

AMEND-07-SAMC Amendment to Contract

CNT-TLIC (SCHOB)(2) Schedule of Benefits

CNT-TLIC (SCHCAC)(2) Schedule of Contract Asset Charges

CNT-TLIC (SCHMVEACAC)(2) Schedule of Contract Asset Charges

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CNT-TLIC (SCHCD)(2) Schedule of Contract Discontinuance Value  
CNT-TLIC (SCHMVECD)(2) Schedule of Contract Discontinuance Value  
CNT-TLIC (SCHSA)(2) Schedule of Separate Accounts  
APP-07(2) Application for Contract  
CAPP-07(2) Application to Change Investment Choices  
APP-RFCC-07(2) Application for Change

On behalf of our client, Transamerica Life Insurance Company (the "Company"), we are enclosing the above referenced forms for your review and approval to be used on a general use basis with new and existing contracts.

These forms will be used with group annuity contract # CNT-TLIC 10-05 previously approved by your Department on 8/9/2005.

The Amendments are new and do not replace any forms previously approved by your Department. The Schedules and Application forms will replace previously approved forms as identified in the enclosed cover letter.

Amendment form # AMEND-07-SVF provides for more prompt payment of the Discontinuance Value of the Stable Value Fund and increases the guarantee period for crediting interest from 1 month to 6 months on funds allocated to the General Account Stable Value Fund.

Amendment form # AMEND-07-SAMC renames some of the charges within the subject contracts and schedules, and deletes certain references within the Schedule of Separate Accounts. It also deletes references to the suspense account. Please note, however, that the Company will continue to hold in suspense amounts received from contractholders for which allocation instructions are incomplete. The enclosed Schedules reflect the Amendments' modifications. The Applications are modified to include specific verbiage to address, upcoming ERISA fee disclosure requirements and to include additional guidelines for investing in a separate account that has a Collective Investment Trust as the underlying investment and additional guidelines for investing in Target Maturity Funds/Asset Allocation Funds.

The enclosed forms have been submitted to Iowa, the domestic state, and are currently pending.

The contracts with which these forms will be used (the "Contracts") are unallocated group annuity contracts issued or to be issued to sponsors of retirement plans intended to qualify under Section 401(a) of the Internal Revenue Code. The enclosed forms contain no unusual or controversial provisions and do not vary from industry standards. The Contracts are issued on a group basis and sold by licensed agents. The Company primarily issues the Contracts to employer groups or to trustees of a fund established by an employer. However, the Company may from time to time issue the Contracts to one or more of the following types of groups to the extent that any such group is allowed by law to establish a qualified retirement plan:

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1. Labor unions or similar employee organizations;
2. A trust or to the trustee(s) of a fund established or adopted by two (2) or more employees, or by one or more labor unions or similar employee organizations, or by one or more employers and one or more labor unions or similar employee organizations;
3. An association or a trust or to the trustee(s) of a fund established, created or maintained for the benefit of members of one or more associations; and
4. Credit unions or to a trustee or trustees or agent designated by two (2) or more credit unions.

There are no required premiums. Contributions allocated to the Contracts are variable and determined by the contribution arrangements between the plan sponsor and participants. Amounts allocated to the Contracts are invested in applicable Separate Accounts offered or in a General Account investment choice which pays a fixed interest rate that is declared semi-annually. There is no minimum or maximum interest rate for the General Account investment. Withdrawals, transfers, benefit payments, and expenses/credits will affect the value of the Separate Accounts and the General Account investment choice.

Monies accumulate for the purpose of making payments at future dates in amounts that are based on established mortality tables. The Separate Account offering capability applies to the accumulation phase of the Contracts. At the direction of the plan sponsor, the lump sum value of accrued benefits is used to provide for the purchase of fixed immediate annuities, but do not provide for the purchase of variable immediate annuities. The value of each investment account established is directly related to the investment results of the applicable separate account. The assets in each investment account will be invested in units of the applicable separate account. Therefore, the value of each investment account will be affected by the investment income and market changes affecting the applicable separate account. As a result, the value of the investment accounts are subject to variations, both up and down and such value is not guaranteed as to fixed dollar amount.

This product is not registered with the SEC. Since the product is issued only to retirement plans qualified under Internal Revenue Code Section 401(a) or governmental plans maintained for the exclusive benefit of the participants and beneficiaries, it is exempt from registration in accordance with Section 3(a)(2) of the Securities Act of 1933.

Variable text within each of the enclosed forms is identified with [brackets]. The Contracts' Schedules are variable as they relate to the Company's product mix and available product options. After a Contract is issued, any change to the variable information in a Schedule would be effectuated by issuing a revised Schedule with the new effective date. All variable information is described in each Statement of Variability. The Company may produce Application forms APP-07(2), CAPP-07(2) and APP-RFCC-07(2) electronically and utilize E-signature technology for the execution of the documents by the authorized signer of the Applications.

## Company and Contact

SERFF Tracking Number: MWSG-127963240 State: Arkansas  
Filing Company: Transamerica Life Insurance Company State Tracking Number:  
Company Tracking Number: AMEND-07-SVF  
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium  
Product Name: Group Annuity Incidental Forms  
Project Name/Number: /

### Filing Contact Information

Doak Foster, Attorney dfoster@mwlaw.com  
425 West Capitol Avenue 501-688-8841 [Phone]  
Suite 1800 501-688-8807 [FAX]  
Little Rock, AR 72201-3525

### Filing Company Information

(This filing was made by a third party - MWSGW01)

Transamerica Life Insurance Company	CoCode: 86231	State of Domicile: Iowa
4333 Edgewood Road NE	Group Code: 468	Company Type: Life Insurer
Cedar Rapids, IA 52499	Group Name: AEGON USA Inc.	State ID Number:
(319) 355-8511 ext. [Phone]	FEIN Number: 39-0989781	

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### Filing Fees

Fee Required? Yes  
Fee Amount: \$550.00  
Retaliatory? No  
Fee Explanation: AR charges \$ 50/form. The fees of the domestic state, IA, are purely retaliatory. There are 11 forms in this filing so, therefore, \$ 550 is being submitted via EFT.  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Transamerica Life Insurance Company	\$550.00	01/28/2012	55897360

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Filing Company:	Transamerica Life Insurance Company	State Tracking Number:	
Company Tracking Number:	AMEND-07-SVF		
TOI:	A03G Group Annuities - Deferred Variable	Sub-TOI:	A03G.002 Flexible Premium
Product Name:	Group Annuity Incidental Forms		
Project Name/Number:	/		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Donna Lambert	02/02/2012	02/02/2012

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<i>Product Name:</i>	<i>Group Annuity Incidental Forms</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Disposition

Disposition Date: 02/02/2012

Implementation Date: 03/02/2012

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MWSG-127963240 State: Arkansas

Filing Company: Transamerica Life Insurance Company State Tracking Number:

Company Tracking Number: AMEND-07-SVF

TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium

Product Name: Group Annuity Incidental Forms

Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved	Yes
Supporting Document	Application	Approved	Yes
Supporting Document	Life & Annuity - Actuarial Memo	Approved	Yes
Supporting Document	Statements of Variability	Approved	Yes
Supporting Document	Authorization Letter	Approved	Yes
Supporting Document	Initial Submission Letter	Approved	Yes
Form	Amendment to Contract	Approved	Yes
Form	Amendment to Contract	Approved	Yes
Form	Application for Contract	Approved	Yes
Form	Application -- Request for Contract Change	Approved	Yes
Form	Application to Change Investment Choices	Approved	Yes
Form	Schedule of Benefits	Approved	Yes
Form	Schedule of Contract Asset Charges and Fees	Approved	Yes
Form	Schedule of Contract Asset Charges and Fees	Approved	Yes
Form	Schedule of Contract Discontinuance Value	Approved	Yes
Form	Schedule of Contract Discontinuance Value	Approved	Yes
Form	Schedule of Separate Accounts	Approved	Yes

SERFF Tracking Number: MWSG-127963240 State: Arkansas

Filing Company: Transamerica Life Insurance Company State Tracking Number:

Company Tracking Number: AMEND-07-SVF

TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium

Product Name: Group Annuity Incidental Forms

Project Name/Number: /

## Form Schedule

### Lead Form Number: AMEND-07-SAMC

Schedule Item	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved 02/02/2012	AMEND-07-SAMC	Policy/Cont Amendment to ract/Fratern Contract al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	Amendment AMEND-07- SAMC.pdf
Approved 02/02/2012	AMEND-07-SVF	Policy/Cont Amendment to ract/Fratern Contract al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	Amendment AMEND-07- SVF.pdf
Approved 02/02/2012	APP-07(2)	Application/ Application for Enrollment Contract Form	Revised	Replaced Form #: APP-07 Previous Filing #: AEGN-126660276	0.000	Application APP-07(2) -- John Doe'd.pdf
Approved 02/02/2012	APP-RFCC-07(2)	Application/ Application -- Enrollment Request for Contract Form Change	Revised	Replaced Form #: APP-RFCC-07 Previous Filing #: AEGN-126660276	0.000	Application APP-RFCC- 07(2) -- John Doe'd.pdf
Approved 02/02/2012	CAPP-07(2)	Application/ Application to Enrollment Change Investment Form Choices	Revised	Replaced Form #: CAPP-07 Previous Filing #: AEGN-126660276	0.000	Application CAPP-07(2) -- John Doe'd.pdf



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TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium  
Product Name: Group Annuity Incidental Forms  
Project Name/Number: /

Approved 02/02/2012	CNT-TLIC (SCHOB)(2 Pages )	Schedule Schedule of Benefits Revised	Replaced Form #: 0.000 CNT-TLIC (SCHOB) Previous Filing #:	Schedule of Benefits CNT- TLIC (SCHOB)(2) - - John Doe'd.pdf
Approved 02/02/2012	CNT-TLIC (SCHCAC)(Pages 2)	Schedule Schedule of Contract Revised Asset Charges and Fees	Replaced Form #: 0.000 CNT-TLIC (SCHCAC) Previous Filing #:	Schedule CNT-TLIC (SCHCAC)(2) -- John Doe'd.pdf
Approved 02/02/2012	CNT-TLIC (SCHMVE CAC)(2)	Schedule Schedule of Contract Revised Asset Charges and Fees	Replaced Form #: 0.000 CNT-TLIC (SCHMVECAC) Previous Filing #:	Schedule CNT-TLIC (SCHMVECA C)(2) -- John Doe'd.pdf
Approved 02/02/2012	CNT-TLIC (SCHCD)(2 Pages )	Schedule Schedule of Contract Revised Discontinuance Value	Replaced Form #: 0.000 CNT-TLIC (SCHCD) Previous Filing #:	Schedule CNT-TLIC (SCHCD)(2) - - John Doe'd.pdf
Approved 02/02/2012	CNT-TLIC (SCHMVE CD)(2)	Schedule Schedule of Contract Revised Discontinuance Value	Replaced Form #: 0.000 CNT-TLIC (SCHMVECD) Previous Filing #:	Schedule CNT-TLIC (SCHMVECD ) (2) -- John Doe'd.pdf
Approved 02/02/2012	CNT-TLIC (SCHSA)(2 Pages )	Schedule Schedule of Separate Accounts	Replaced Form #: 0.000 CNT-TLIC (SCHSA) Previous Filing #:	Schedule CNT-TLIC (SCHSA)(2) -- John Doe'd.pdf

# Transamerica Life Insurance Company

A Stock Company

Home Office: 4333 Edgewood Road NE, Cedar Rapids, IA, 52499

Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015

## Amendment to Contract

Amendment Effective Date: Month/Day/Year

**Contract Number:** 999999

**Plan Name:** ABC Retirement Plan

The Contract is amended as follows:

1. The term "Investment Management Charge" is deleted from each place it appears and in each such instance the term "Separate Account Maintenance Charge" is substituted in its place.
2. The phrase "Schedule of Separate Accounts, Investment Management Charges, and Administrative Charges" is deleted from each place it appears and in each such instance the term "Schedule of Separate Accounts" is substituted in its place.
3. Within the Schedule of Separate Accounts, previously captioned as the "Schedule of Separate Accounts, Investment Management Charges, and Administrative Charges," columns C, D and E are deleted. The Schedule of Separate Accounts shall continue to reflect the applicable Separate Account Maintenance Charges (previously known as Investment Management Charges) and the applicable Administrative Charges.
4. Section 3 of the Contract and references to the Suspense Account within the Contract are deleted.

This Amendment is part of the Contract as of the Amendment Effective Date and shall not otherwise change, alter or amend the Contract except as stated herein.

Signed by Transamerica Life Insurance Company on the Amendment Effective Date.



Brenda Clancy, President



Craig D. Vermie, Secretary

# Transamerica Life Insurance Company

A Stock Company

Home Office: 4333 Edgewood Road NE, Cedar Rapids, IA, 52499

Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015

## Amendment to Contract

Amendment Effective Date: Month/Day/Year

Contract Number: 999999

Plan Name: ABC Retirement Plan

The Contract is amended as follows:

1. The second paragraph appearing under Option B within Section 8.06 "Effect of Discontinuance" providing for the payment of the Discontinuance Value of the Stable Value Fund within 90 or 270 days, (as applicable to your Contract), from the date notice of discontinuance is received, is deleted in its entirety.
2. The references in Option A and Option B within Section 8.06 to "the formula shown" is hereby changed to "will be paid as shown," and the phrase within Section 8.07 "determined by applying the formula" is hereby changed to "will be paid as".
3. Paragraph one of Section A.04 "Crediting of Interest to the Stable Value Fund," is deleted in its entirety and replaced by the following:

**A.04 Crediting of Interest to the General Account Stable Value Fund.** Transamerica guarantees a credited rate of interest on the amounts allocated to the General Account Stable Value Fund. On a semi-annual basis Transamerica shall declare a guaranteed credited rate that shall apply for a six month period. Transamerica will declare a guaranteed credited rate of interest at six month intervals and at least 45 days in advance of the date the new rate becomes effective. The guaranteed rate of interest shall not change during the six month period for which it is effective. The initial credited interest rate and the six month period is shown on the Schedule of Benefits in this Contract. There is no minimum guaranteed interest rate under the Contract. Interest is credited to the General Account Stable Value Fund daily, based on its beginning daily balance, at a rate of interest, which is the daily equivalent of the applicable effective annual rate of interest established.

4. The Schedule of Contract Discontinuance Value and Schedule of Benefits attached hereto replace the prior versions of the respective schedules.

The Contractholder may reject this Amendment document in writing at any time prior to the Amendment Effective Date. Absent a rejection prior to the Effective Date, the Contractholder's acceptance of this Amendment document, continued deposits to the Contract, or any other Contractholder actions that exercise rights under the Contract shall be construed by Transamerica to indicate consent. Transamerica shall use a similar advance notice process for the delivery of any future amendment proposals and shall construe Contractholder acceptance of any such proposal by similar means. On that basis, the Contract is amended as of the Amendment Effective Date as described above.

This Amendment is part of the Contract as of the Amendment Effective Date and shall not otherwise change, alter or amend the Contract except as stated herein.

Signed by Transamerica Life Insurance Company on the Amendment Effective Date.



Brenda Clancy, President



Craig D. Vermie, Secretary

# Transamerica Life Insurance Company

A Stock Company

[Home Office: 4333 Edgewood Road NE. Cedar Rapids, IA 52499  
Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015]

## APPLICATION FOR CONTRACT

<b>Administrative Use Only:</b>	Principal Office Location ( State of Contract Issuance) <u>Any State</u>	[product name/ID#] Director Series	Proposal /Contract # as applicable: 12345
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This is an Application for Contract (*Application*). The Contract is underwritten by Transamerica Life Insurance Company (*Transamerica*). The Contract is applied for by the employer/Plan sponsor, Plan trustee or other entity that signs this Application for the Contract (*Applicant*). The Contract is issued to the Contractholder shown in the Contract. The Contract provides for investment in: 1) Sub-accounts of the Separate Account established by Transamerica; and 2) a general account investment, (*together, Investment Choices*), for the purpose of accumulation of assets for payment of Plan benefits for participants.

**Plan Sponsor Name:** ABC Plan Sponsor

**Plan Name:** ABC 401(k) Plan

### Section I. Asset Information

1.	Estimated first-year annual deposits in the form of Plan contributions: (Do not include any amounts that will later transfer out of the contract to outside Plan investments)	\$ 500.000
2.	Estimated takeover amount to be received from an existing plan: (see Section IV)	\$ 500.000
3.	Total estimated first-year deposits (line 1 plus line 2): (NOTE: These estimates may be used in the calculation of the Contract's charges in the first deposit year)	\$ 100.000
4.	Anticipated rollover assets from individual Participants (NOTE: These amounts are not used in the calculation of Contract's charges)	\$ 0

### Section II. Participant Information (Not applicable to defined benefit Plans)

1.	What is the expected number of Participants?	55
2.	What is the estimated first-year average Participant balance?	\$ 1000

### Section III. Effective Date

When the Contract is approved for issuance by Transamerica, the Contract, for takeover plans, is generally effective on the date this Application is received in "good order" at Transamerica's administrative office in Los Angeles, California. For start-up plans, the Contract is generally effective on the later of the date this Application is received in "good order" or the Plan effective date. Good order is defined in the application and agreement for services.

☐ The Applicant hereby elects that the plan expense payment processing service be included with the Contract as of the effective date of the Contract, provided the Plan qualifies for the service and Transamerica approves such election. ☐ Check here to decline this service.]

### Section IV. Asset Bridge\* / Replacement

1.	Will this Contract replace or change any existing investment or insurance for the Plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.	Does the existing investment or insurance impose a penalty for termination? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.	If yes, indicate the estimated amount of penalty imposed by the existing plan investment or insurance? \$
4.	Is the Asset Bridge provision requested at this time? <input type="checkbox"/> Yes <input type="checkbox"/> No

\*The Asset Bridge provision provides for a credit that reduces discontinuance or surrender charges of a prior provider. The amount indicated is an estimate, however, when the Contract is issued, the actual penalty amount from the prior carrier will be used to determine the credit given.

**NOTICE:** When a make-up amount under the Asset Bridge provision is given, the Contract's charges are increased, and a charge for discontinuance applies for a limited time period. This increase in charges and charge for discontinuance would not apply if the Asset Bridge provision were not elected. Consideration should be given to these increased charges to be sure the financial needs and goals of the Plan are met.

# Transamerica Life Insurance Company

A Stock Company

[Home Office: 4333 Edgewood Road NE. Cedar Rapids, IA 52499  
Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015]

## APPLICATION FOR CONTRACT

Section V. Investment Choice Selection	
<p>The Investment Choices offered by Transamerica to be included in the Contract are selected by the Applicant. The selection of Investment Choices is subject to the terms set forth in this Section V on the date this Application is signed. <b>Any subsequent changes to the Investment Choices selected are subject to the terms then in effect as set forth in Transamerica's Application to Change Investment Choices on the date such application is signed.</b></p> <p>The following Guidelines and Rules apply when selecting Investment Choices to include in the Plan. Refer to the IMPORTANT INFORMATION REGARDING INVESTMENT CHOICES below for additional information. <b>Please read the applicable Investment Fact Sheets and accompanying disclosure pages carefully.</b></p>	
Investment Choice Type	Guideline or Rule
[Cash Equivalent*]	Only one Investment Choice of this type may be selected to include under the Contract.]
[Hybrid – Asset Allocation]	Only one grouping of these Investment Choices may be selected to include under the Contract.]
[Hybrid – Strategic Allocation]	Only one grouping of these Investment Choices may be selected to include under the Contract.]
[Hybrid – Target Maturity/Target Date]	Only one grouping of these Investment Choices may be selected to include under the Contract.]
[Hybrid – Asset Allocation]	If selected, all Investment Choices in this grouping must be included under the Contract.]
[Hybrid – Strategic Allocation]	If selected, all Investment Choices in this grouping must be included under the Contract.]
[Hybrid – Target Maturity/Target Date]	If selected, all Investment Choices in this grouping must be included under the Contract. ]
[Default/Qualified Default Investment Alternative (QDIA)]	A default Investment Choice must be selected. A QDIA choice is optional.]
[Number of Investment Choices:]	At least one Investment Choice, but no more than [15-200] Investment Choices may be active under the Contract at any given time;]
[Fiduciary Services]	When Fiduciary Services are utilized by the Plan sponsor, the investment choices selected by the plan must comply with the provider's guidelines associated with providing the service. Failure to follow the established guidelines will have an adverse effect on the Plan's coverage under the Fiduciary Services.]
<p>Investment Choices have been assigned to various asset classes based solely on Transamerica's assessment of the investment policies of the underlying investment. Additionally, the current asset class may not be representative of that particular asset class in the future and may be subject to change. Accordingly, Plan fiduciaries should regularly review Investment Choices selected to determine whether such Investment Choices are prudent for Plan participants.</p> <p><b>The value of each Separate Account is affected by market changes and the investment income applicable to each Separate Account, based on the securities/holdings of the underlying investment(s) in which the Separate Account invests. As a result of these market changes, the value of each Separate Account will be subject to variations, both up and down, and such value is not guaranteed as to fixed dollar amount.</b></p>	

## A Stock Company

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## APPLICATION FOR CONTRACT

Place an "x" next to the appropriate Investment Choices to include under the Contract.

[illegible]

# Transamerica Life Insurance Company

A Stock Company

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Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015]

## APPLICATION FOR CONTRACT

Place an "x" next to the appropriate Investment Choices to include under the Contract.

Place an "x"	ID #	Asset Class	Sub-Asset Class	Investment Choice Name	[Potential QDIA]

**\*See the disclosure for Cash Equivalent Investment Choices in the "Important Information Regarding Investment Choices," at the end of this Application.**

**[Default Investment Choice:** Indicate a Default Investment Choice to hold monies that cannot be allocated.

☒ Target Maturity Series *(The entire series will be the default fund)*

☐ Portfolio Express

*(Portfolio Express must also be chosen on the applicable Checklist and or Addendum to Application and Agreement for Services., See "Important Information Regarding Investment Choices", in this Application for more information)]*

☐ Other \_\_\_\_\_ (Choose any other available investment choice)

**QDIA:** Is it intended for the Plan's Default Investment Choice to be a QDIA as described in the QDIA Fact Sheet? ☒ Yes ☐ No

*(QDIAs are not applicable to defined benefit plans or to employer-directed plans or accounts)*

**Plan Forfeitures: Select where Plan Forfeiture should be held:**

☐ Plan Forfeitures are to be held in the Plan's Default Investment Choice selected above

☐ Plan Forfeitures are to be held in the Cash Equivalent Investment choice selected for the Plan on this application.

**Note: A Target maturity Series cannot receive forfeitures. If a Target maturity Series is selected as the Plan's Default Investment Choices, then the Cash Equivalent Investment Choice must be used for Plan forfeitures. ]**

# Transamerica Life Insurance Company

A Stock Company

[Home Office: 4333 Edgewood Road NE. Cedar Rapids, IA 52499  
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## APPLICATION FOR CONTRACT

### Section VI. Contract Signatures

For the duration the coverage is in effect, applicant(s) executing this Application for Contract represent, acknowledge, understand, and accept that:

1. This Application will become a part of the Contract issued to the Contractholder by Transamerica. The Contractholder is shown in the Contract.
2. As signatories of this Application, the Applicants are authorized by the named Plan fiduciary and/or the Plan Sponsor to:
  - a. Execute this Application;
  - b. Enter into a binding agreement on behalf of the Plan Sponsor and Plan named in this Application; and
  - c. Act as a fiduciary on behalf of the Plan
3. The Contract allows for the investment in Separate Account/Sub-account Investment Choices and a general account/stable value Investment Choice for the purpose of providing retirement benefits to participants.
4. Investment Choice selections are subject to the terms contained in this Application. Any subsequent changes to the Investment Choices selected are subject to the terms then in effect as set forth in Transamerica's Application to Change Investment Choices on the date such application is signed.
5. In the event the Contractholder elects to participate in a Separate Account/Sub-account that invests in a Collective Investment Trust ("CIT"), the Contractholder directs Transamerica, on behalf of the Contractholder, to adopt and execute the Declaration of Trust and any other required documentation applicable to such CIT. See the "Important Information Regarding Investment Choices" in this Application for more information about CITs.
6. In the event the Contractholder elects to participate in a Target Maturity Series offered by Transamerica, the Contractholder authorizes and directs Transamerica to add additional asset portfolios offered, as such portfolio are made available by the underlying mutual fund sponsor, to the existing Investment Choices made available under the Plan. See the "Important Information Regarding Investment Choices" in this Application for more information about Target Maturity Series.
7. All elections made on this Application will remain in effect until revoked in writing by the Contractholder or authorized representative and, such revocation is not effective until it is received in good order by Transamerica at its Administrative Office. The named Plan fiduciary is an authorized representative of the Contractholder. If the Contractholder is a directed trustee, such directed trustee will act at the direction of the named Plan fiduciary.
8. It is important that the total estimated first-year deposits shown in Section I of this Application are accurate. These amounts may be used in the calculation of the Contract asset charges for the first deposit year of the Contract. Refer to the Contract for specific details on how charges are calculated.
9. The following information has been disclosed to the Applicant prior to the execution of this Application:
  - a. Charges and fees applicable to the Contract, which are described in the Plan Pricing document generated with the Proposal, or in an Acknowledgment of Fees document. [, including charges associated with the plan expense payment processing service which the Applicant hereby directs Transamerica to allocate/credit to the Suspense Account for withdrawal to pay Plan expenses];
  - b. Hold(s) or waiting period(s) and/or trading restrictions on investment choices made available under the Contract; and
  - c. If commissions are paid, the commission disclosure information pursuant to Prohibited Transaction Class Exemptions 77-9 and 84-24 and other laws and regulations. In addition, the Applicant, as a fiduciary of the Plan independent of Transamerica, approves the purchase of the Contract (the transaction) pursuant to such commission disclosure information.
10. Transamerica may provide other ministerial services, pursuant to a separate written agreement. The application of the terms of the Contract shall not be impacted by Transamerica's performance under any other agreement.
11. The Applicant hereby certifies that the Plan covers employees of an employee benefit plan, and those assets of such employee benefit plan are intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code").
12. The Applicant hereby approves the issuance of the Contract on behalf of the Plan.
13. The Applicant has provided Contractholder or authorized representative with the Investment Fact Sheets and the accompanying disclosure pages for the Investment Choices made available to the Plan under the Contract.
14. The named Plan fiduciary must be disclosed in Section VIII below.



# Transamerica Life Insurance Company

A Stock Company

[Home Office: 4333 Edgewood Road NE. Cedar Rapids, IA 52499  
Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015]

## APPLICATION FOR CONTRACT

**FRAUD NOTICE:** (Generic)[Any Person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.] (VT) [Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.] (FL) [**Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.**] (KY)[Any Person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.] (PR) [Any person who knowingly and with the intention to defraud includes false information in an Application for insurance or file, assists or abets in the filing of a fraudulent claim to obtain payment of a loss or other benefits, or files more than one claim for the same loss or damage commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand dollars (ten thousand) \$10,000; or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exists, the jail term may be reduced to a minimum of two (2) years.] (ME)[**It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.**] (OR) [Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information may be guilty of a crime and may be subject to fines and confinement in prison.] (WA) [It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.] (MD) [Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

## A Stock Company

## APPLICATION FOR CONTRACT

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# Transamerica Life Insurance Company

A Stock Company

[Home Office: 4333 Edgewood Road NE. Cedar Rapids, IA 52499  
Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015]

## APPLICATION FOR CONTRACT

### IMPORTANT INFORMATION REGARDING INVESTMENT CHOICES

**This information is applicable at the time of Contract issuance and could change in the future. Please also read the applicable quarterly Investment Fact Sheets and accompanying disclosure pages carefully for additional and more current information.**

**[Cash Equivalent Investment Choices.** This category of investment seeks to protect against loss of principal while providing returns comparable to money market funds and short term Treasury instruments. An investment in a cash equivalent Investment Choice offered by Transamerica is not insured or guaranteed by the FDIC or any other government agency. Although this type of investment seeks to preserve the value of principal, it is possible to lose money by investing in this type of investment. These types of investments generally have provided a dependable level of stability and liquidity; nevertheless, the investment is still subject to credit risk and to liquidity risk.]

Stable value-type investments (General Account Investment Choice) may be subject to liquidity restrictions or risk under specific circumstances, such as total and partial discontinuance under the Contract. For the stable value-type Investment Choice offered by Transamerica, there may be a waiting period of up to 30-365 days for some types of withdrawals.] [Additionally the underlying investment may impose separate hold periods or withdrawal restrictions.] Refer to the Contract for specific details regarding any restriction on withdrawals. Other than for defined benefit plans, TRANSAMERICA RESERVES THE RIGHT UNDER THE CONTRACT TO RESTRICT THE AVAILABILITY OF THE GENERAL ACCOUNT INVESTMENT CHOICE AFTER THE CONTRACT IS ISSUED.]

**[Asset Allocation and Strategic Allocation Investment Choices.** Each Asset Allocation Investment Choice/Strategic Allocation Investment Choice has its own investment strategy and risk/reward profile, and the underlying investments automatically diversify and rebalance among stock and fixed income securities to fit that profile. The Asset Allocation Investment Choices are designed as a convenient approach to help Participants meet retirement or other long-term goals. Participants should monitor their Asset Allocation Investment Choices over time to make sure they continue to meet their own risk/return profile, taking into account their objectives and investment time horizon. When selecting the Asset Allocation and Strategic Allocation Investment Choices, all the Investment Choices within a grouping must be selected to include in the Plan, and are not available individually. As directed and authorized by the Contractholder in Section VI of this Application, when additional Asset Allocation and/or Strategic Allocation portfolios are made available by the underlying mutual fund sponsor, Transamerica will add any such additional portfolios to the Investment Choices made available to the Plan as a part of the Plan's existing investments.

**Although each Asset Allocation/Strategic Allocation Investment Choice is intended to be appropriate for a specific risk/reward profile, there is no guarantee that any Asset Allocation Investment Choice will achieve its stated investment objectives.]**

**[Target Maturity or Target Dates Investment Choices.** Each Target Maturity/Target date Investment Choice's investment strategy is based on a targeted retirement age or the approximate date when investors plan to start withdrawing money. The underlying investments generally become more conservative as the designated retirement age approaches. When selecting the Target Maturity/Target Date Investment Choices, all the Investment Choices within a grouping must be selected to include in the Plan, and are not available individually. As directed and authorized by the Contractholder in Section VI of this Application, when additional target-date asset allocation portfolios are made available by the underlying mutual fund sponsor, Transamerica will add any such additional portfolios to the Investment Choices made available to the Plan as a part of the Plan's existing investments.

**Although each Target Maturity/Target Date Investment Choice is intended to be appropriate for a targeted retirement age, there is no guarantee that the Investment Choice will achieve its stated investment objectives. The principal value of these investment choices are not guaranteed at any time, including at the Target Maturity/Target Date.]**

**[Default Investment Choice.** Except in the case of a defined benefit plan, naming a Default Investment Choice is required. The designated Default Investment Choice will hold: 1) individual participant contributions received with missing or incomplete enrollment information; 2) contributions received via automatic enrollment, if applicable; or 3) any other contributions for which no investment designation was provided. Contributions allocated to the Default Investment Choice can only be transferred to another Investment Choice by the participant via an approved method (e.g. VRU, Internet).]

ANY Investment Choice offered can be selected as a default Investment Choice. However only certain Investment Choices may qualify as a QDIA. If you would like to choose a QDIA, please note that Transamerica has denoted specific Investment Choices in Section V, which may be considered potential QDIAs under the applicable regulations. Subject to other regulations, the Plan fiduciary is responsible for determining whether the default investment selected is prudent for its participants and whether such Investment Choice qualifies as a QDIA under the applicable regulations. Additional requirements must also be met for a Plan fiduciary to obtain relief under the regulations.

# Transamerica Life Insurance Company

A Stock Company

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## APPLICATION FOR CONTRACT

**[PortfolioXpress<sup>SM</sup>**. This online service is offered and provided by Transamerica Retirement Services Corporation, with assistance from Diversified Investment Advisors, both Affiliates of Transamerica. **PortfolioXpress<sup>SM</sup>** presents a series of asset allocation models up to and through a designated retirement year. The service provides an investment mix based on the funds available in the plan and the retirement year selected by participants. The participant is solely responsible for selecting the retirement year and risk preference (if applicable). In implementing the service, the participant must agree to each of the asset allocation mixes, and each of the automated rebalancing transactions that will take place over time within the account as the participant approaches a selected retirement year. Retirement date portfolios are subject to the same risks as the underlying asset classes in which they invest. The portfolio's asset allocation becomes more conservative over time and the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds will increase. Generally, the higher the portfolio's allocation is to stocks, the greater the risk. The principal value of the portfolio is not guaranteed at any time, including at and after the target date.

If PortfolioXpress<sup>SM</sup> is selected as the Plan's Default Fund/QDIA, subsequent changes to the Plan's investment lineup may affect the asset allocation mixes within the portfolios selected by participants and cause the service to be terminated.]

**See the QDIA Fact Sheet for complete details if you would like to select a QDIA as your default Investment Choice.]**

**x**

# Transamerica Life Insurance Company

A Stock Company

[Home Office: 4333 Edgewood Road NE. Cedar Rapids, IA 52499  
Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015]

## APPLICATION -- REQUEST FOR CONTRACT CHANGE

Prepared Date: 12-15-2011

<b>Plan Sponsor Name:</b>	ABC Plan Sponsor	<b>Contract #</b>	12345
<b>Plan Name:</b>		<b>Serial/Tracking #</b>	10445

In accordance with this Application – Request for Contract Change and the proposed fees and charges shown in the attached Comparison of Fees document, which is identified with the Serial Number referenced above, I hereby apply for the following change(s) under the Contract which may result in a modification to the Contract.

- ☒ Change the commissions payable to the existing or new broker of record.]
- ☒ Change fees and charges to reflect current Contract characteristics and plan demographics]
- ☒ Change the Cash Equivalent Investment Choice under the Contract.]
- ☒ Include the plan expense payment processing service with the Contract. As shown in the Comparison of Fees document, allocate/credit any associated charges and fees under the Contract, to the Suspense Account for withdrawal to pay plan expenses.]
- ☒ Discontinue the plan expense payment processing service and allocation/crediting of any associated charges and fees under the Contract to the Suspense Account.]

**By my signature below**, I hereby attest that I have reviewed the information provided and acknowledge and understand that:

1. By signing this Application – Request for Contract Change, the current fee structure may change in accordance with the information provided to me on the attached Comparison of Fees document.
2. Applicable Contract documents will be issued and sent to me when this Application – Request for Contract Change is received and processed by Transamerica, at its Administrative Office in Los Angeles.
3. Any modified Contract documents I receive, together with this Application – Request for Contract Change will be the controlling documents for the change and as such, I should review the modified contract documents carefully.

The executed copy of this Application – Request for Contract Change and any modified Contract document shall be become part of the Contract.

4. Because the proposed fees, charges and changes shown in the attached Comparison of Fees document are valid for only **90 days** from the Prepared Date shown above, this Application – Request for Contract Change must be signed and received by Transamerica at its Administrative Office at 1150 South Olive Street, Los Angeles, CA 90015 or faxed to (213) 763- 9523 within such 90-day period in order to effect the requested changes.
5. The information provided in the attached Comparison of Fee document is intended to be satisfactory notification to the Contractholder of the changes to any and all existing arrangements between the Contractholder and Transamerica, including disclosure of all changes to any applicable fees and services applicable to the Contract and any services agreement between the Contractholder and Transamerica, as required under ERISA Section 408(b)(2).
6. Changes to the contract that affect services provided and fees assessed to Plan participants must be disclosed by the Plan sponsor to eligible employees and beneficiaries at least 30, but no more than 90, days in advance of the effective date of any such change, as required under ERISA Section 404(a). The changes requested by the Contractholder may not take effect until such notices have been provided and the appropriate notice period is complete.

**FRAUD NOTICE:** (Generic)[Any Person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.] (VT) [Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.] (FL) [**Any person who knowingly and with intent**

**to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.]** (KY)) [Any Person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.] (PR) Any person who knowingly and with the intention to defraud includes false information in an Application for insurance or file, assists or abets in the filing of a fraudulent claim to obtain payment of a loss or other benefits, or files more than one claim for the same loss or damage commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand dollars (ten thousand) \$10,000; or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exists, the jail term may be reduced to a minimum of two (2) years. (ME) [It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.] (OR) [Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information may be guilty of a crime and may be subject to fines and confinement in prison.] (WA) It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits. OK [WARNING: Any Person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.]

#### Signature

<i>Contractholder Name</i>	<i>Signature of Contractholder</i>	<i>01-27-2012</i>
<i>Printed name of the Contractholder or authorized representative of Contractholder (named Plan fiduciary)</i>	<i>Signature of the Contractholder or authorized representative of Contractholder (named Plan fiduciary)</i>	<i>Date</i>

# Transamerica Life Insurance Company

A Stock Company

[Home Office: 4333 Edgewood Road NE. Cedar Rapids, IA 52499  
Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015]

## APPLICATION TO CHANGE INVESTMENT CHOICES

<b>Plan Sponsor Name:</b>	ABC Sponsor Name	<b>Proposal #/Contract #</b> <i>(as applicable)</i>	12345
<b>Plan Name:</b>	ABC 401(k)	<b>Serial/Tracking #</b> 4444	

As authorized and indicated by the name Plan fiduciary and/or the plan sponsor, the Investment Choices selected to add and remove are shown below. Additionally, assets from the removed Investment Choices should be transferred as shown.

<b>Fund ID #</b>	<b>Name</b>	<b>Direction</b>
<b>Cash Equivalents*</b>		
108	ABC investment Choice	<input type="checkbox"/> Delete & transfer assets to Choice #_____
1180	XYZ Investment Choice	<input type="checkbox"/> Add
<b>Bond</b>		
<b>Short Term</b>		
635	ABC investment Choice	<input type="checkbox"/> Add
1504	XYZ Investment Choice	<input type="checkbox"/> Add
<b>Intermediate Term</b>		
158	ABC investment Choice	<input type="checkbox"/> Add
435	XYZ Investment Choice	<input type="checkbox"/> Add
<b>Long Term</b>		
100	ABC investment Choice	<input type="checkbox"/> Add
150	XYZ Investment Choice	<input type="checkbox"/> Add
<b>High Yield Bond</b>		
434	ABC investment Choice	<input type="checkbox"/> Add
1431	XYZ Investment Choice	<input type="checkbox"/> Add
<b>International/Global Bond</b>		
1229	ABC investment Choice	<input type="checkbox"/> Add
	XYZ Investment Choice	<input type="checkbox"/> Delete & transfer assets to Choice #_____
<b>Hybrid</b>		
<b>Balanced</b>		
119	ABC investment Choice	<input type="checkbox"/> Add
1439	XYZ Investment Choice	<input type="checkbox"/> Add
<b>Asset Allocation</b>		
1123	ABC investment Choice	<input type="checkbox"/> Add
1124	XYZ Investment Choice	<input type="checkbox"/> Add
<b>TMF</b>		
845	ABC investment Choice	<input type="checkbox"/> Add
846	XYZ Investment Choice	<input type="checkbox"/> Add
<b>Large/Mid Value Equity</b>		
<b>Large Cap</b>		
141	ABC investment Choice	<input type="checkbox"/> Add
428	XYZ Investment Choice	<input type="checkbox"/> Add
<b>Mid Cap</b>		
427	ABC investment Choice	<input type="checkbox"/> Add
1214	XYZ Investment Choice	<input type="checkbox"/> Add
<b>Large/Mid Blend Equity</b>		
<b>Large Cap</b>		
139	ABC investment Choice	<input type="checkbox"/> Add
168	XYZ Investment Choice	<input type="checkbox"/> Add
<b>Mid Cap</b>		
820	ABC investment Choice	<input type="checkbox"/> Add

# Transamerica Life Insurance Company

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## APPLICATION TO CHANGE INVESTMENT CHOICES

1453 XYZ Investment Choice ☐ Add

### Large/Mid Growth Equity

#### Large Cap

101 ABC investment Choice ☐ Add

137 XYZ Investment Choice ☐ Add

#### Mid Cap

147 ABC investment Choice ☐ Add

167 XYZ Investment Choice ☐ Add

#### Mid Cap

147 ABC investment Choice ☐ Add

167 XYZ Investment Choice ☐ Add

### Small Company Equity

#### Value

535 ABC investment Choice ☐ Add

844 XYZ Investment Choice ☐ Add

#### Blend

140 ABC investment Choice ☐ Add

817 XYZ Investment Choice ☐ Add

#### Growth

151 ABC investment Choice ☐ Add

1216 XYZ Investment Choice ☐ Add

### Global Equity

149 ABC investment Choice ☐ Add

216 XYZ Investment Choice ☐ Add

### International Equity

143 ABC investment Choice ☐ Delete & transfer assets to Choice #\_\_\_\_\_

195 XYZ Investment Choice ☐ Add

### Specialty

1215 ABC investment Choice ☐ Add

1234 XYZ Investment Choice ☐ Add

**[Change of the Default Investment Choice:** From the list of Investment Choices above, indicate a Default Investment Choice to hold monies that cannot be allocated:

☐ Target Maturity Series *(The entire series will be the default fund)*

☐ Portfolio Express

*(If you want PortfolioXpress to be used as a default investment choice, PortfolioXpress must also be chosen on the applicable Checklist and or Addendum to Application and Agreement for Services., See " Important Information Regarding Investment Choices", in this Application for more information)*

☐ Other \_\_\_\_\_ (Choose any other available investment choice)

**QDIA:** Is it intended for the Plan's Default Investment Choice to be a QDIA as described in the QDIA Fact Sheet? ☐ Yes ☐ No  
*(QDIAs are not applicable to defined benefit plans or to employer-directed plans or accounts)*

### Plan Forfeitures: Select where Plan Forfeiture should be held:

☐ Plan Forfeitures are to be held in the Plan's Default Investment Choice selected above

☐ Plan Forfeitures are to be held in the Cash Equivalent Investment choice selected for the Plan on this application.

**Note:** A Target maturity Series cannot receive forfeitures. If a Target maturity Series is selected as the Plan's Default Investment Choices, then the Cash Equivalent Investment Choice must be used for Plan forfeitures. ]



# Transamerica Life Insurance Company

A Stock Company

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## APPLICATION TO CHANGE INVESTMENT CHOICES

### Authorization and Signature

Persons(s) executing this Application represent, acknowledge, understand, and accept that:

1. This Application to Change Investment Choices will become a part of the Contract issued to the Contractholder by Transamerica. The Contractholder is shown in the Contract.
2. Signatories of this Application to Change Investment Choices are authorized by the named Plan fiduciary and/or Plan Sponsor to:
  - a. Execute this Application to Change Investment Choices;
  - b. Enter into a binding agreement on behalf of the Plan Sponsor and Plan named in this Application to Change Investment Choices; and
  - c. Act as a fiduciary on behalf of the Plan
3. This is a request to make the changes outlined above. This request will be retained as evidence of the change and will become a part of the Contract.
4. The Applicant hereby certifies that the Plan covers employees of an employee benefit plan, and those assets of such employee benefit plan are intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code").
5. The Guidelines and Rules provision on this Application have been considered when adding/removing Investment Choices for the Plan. All elections made on this Application will remain in effect until revoked in writing by the Contractholder or authorized representative and, such revocation is not effective until it is received in good order by Transamerica at its Administrative Office. The named Plan fiduciary is an authorized representative of the Contractholder. If the Contractholder is a directed trustee, such directed trustee will act at the direction of the named Plan fiduciary.
6. Contractholder or authorized representative has been provided with and has reviewed the Investment Fact Sheets and the accompanying disclosure pages, including any hold(s) or waiting period(s) and/or trading restrictions for the Investment Choices made available to the Plan under the Contract on Transamerica's Web site at [www.ta-retirement.com](http://www.ta-retirement.com) ("Site") and is aware of the expenses of each Investment Choice added or removed from availability to the Plan..
7. In the event the Contractholder elects to participate in a Separate Account/Sub-account that invests in a Collective Investment Trust ("CIT"), the Contractholder directs Transamerica, on behalf of the Contractholder, to adopt and execute the Declaration of Trust and any other required documentation applicable to such CIT. See the "Important Information Regarding Investment Choices" in this Application for more information about CITs.
8. In the event the Contractholder elects to offer Target Maturity Series, Asset Allocation, or Strategic Allocation portfolios, the Contractholder authorizes and directs Transamerica to add additional asset portfolios, as such portfolios become available, by the underlying mutual fund sponsor to the existing Investment Choices made available under the Plan. See the "Important Information Regarding Investment Choices" in this Application for more information about Target Maturity Series.
9. The information provided on the Investment Fact Sheets, the accompanying disclosure pages and on the Site is intended to be satisfactory notification to the Contractholder of the changes to any and all existing arrangements between the Contractholder and Transamerica, with respect to the costs associated with the Investment Choices selected to be available to the Plan as required under ERISA Section 408(b)(2).
10. Changes to the Investment Choices that affect the overall fees assessed to Plan participants must be disclosed by the Plan Sponsor to eligible employees and beneficiaries at least 30 days, but not more than 90 days in advance of the effective date of such change, as required under ERISA Section 404(a). The changes requested to the Investment Choices may not take effect until such notices have been provided and the appropriate notice period is complete.
11. After processing an Investment Choice change on the Web, the changes made to the Investment Choices available to the Plan can be viewed by logging in to the Site and selecting the "Document Center. Documents associated with the transaction will display under the applicable effective date of the change on the "Plan Document" tab.

# Transamerica Life Insurance Company

A Stock Company

[Home Office: 4333 Edgewood Road NE. Cedar Rapids, IA 52499  
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## APPLICATION TO CHANGE INVESTMENT CHOICES

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### Signature

<i>ABC Plan Sponsor</i>	<i>Signature of Plan Sponsor</i>	<i>01-27-2012</i>
<i>Printed name of the Contractholder or authorized representative of Contractholder (named Plan fiduciary)</i>	<i>Signature of the Contractholder or authorized representative of Contractholder (named Plan fiduciary)</i>	<i>Date</i>

# Transamerica Life Insurance Company

A Stock Company

[Home Office: 4333 Edgewood Road NE. Cedar Rapids, IA 52499  
Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015]

## APPLICATION TO CHANGE INVESTMENT CHOICES

### Investment Choice Selection

This is an Application to Change Investment Choices which provides for the addition and deletion of Investment Choices under the Contract, underwritten by Transamerica Life Insurance Company (*Transamerica*). The Contract provides for investment in: 1) Sub-accounts of the Separate Account established by Transamerica; and 2) a general account investment, (*together, Investment Choices*), for the purpose of accumulation of assets for payment of Plan benefits for participants. Terms used in this Application to Change Investment Choices have the same meaning as the terms used in the Contract. The Investment Choices offered by Transamerica to be included in the Contract are selected by the Contractholder or authorized representative.

Adding and deleting Investment Choices is subject to the terms set forth in this Application to Change Investment Choices on the date this Application is signed by the Contractholder or authorized representative. **Any subsequent changes to the Investment Choices selected are subject to the terms then in effect as set forth in Transamerica's Application to Change Investment Choices on the date such application is signed by the Contractholder or authorized representative.**

The following Guidelines and Rules apply when selecting Investment Choices to include in the Plan. Refer to the IMPORTANT INFORMATION REGARDING INVESTMENT CHOICES below for additional information. **Please read the applicable Investment Fact Sheets and accompanying disclosure pages carefully.**

Investment Choice Type	Guideline or Rule
	Unless otherwise agreed to by Transamerica, the following guidelines or rules apply to the selection of Investment Choices under the Contract.
[Cash Equivalent]	Only one Investment Choice of this type may be selected to include under the Contract.]
[Hybrid – Asset Allocation]	Only one grouping of these Investment Choices may be selected to include under the Contract.]
[Hybrid – Strategic Allocation]	Only one grouping of these Investment Choices may be selected to include under the Contract.]
[Hybrid – Target Maturity/Target Date]	Only one grouping of these Investment Choices may be selected to include under the Contract.]
[Hybrid – Asset Allocation]	If selected, all Investment Choices in this grouping must be included under the Contract.]
[Hybrid – Strategic Allocation]	If selected, all Investment Choices in this grouping must be included under the Contract.]
[Hybrid – Target Maturity/Target Date]	If selected, all Investment Choices in this grouping must be included under the Contract. ]
[Default/Qualified Default Investment Alternative (QDIA)]	A default Investment Choice must be selected. A QDIA choice is optional.]
[Number of Investment Choices:]	At least one Investment Choice, but no more than [15-200] Investment Choices may be active under the Contract at any given time;]
[Fiduciary Services]	When Fiduciary Services are utilized by the Plan sponsor, the investment choices selected by the Plan must comply with the provider's guidelines associated with providing the service. Failure to follow the established guidelines will have an adverse effect on the Plan's coverage under the Fiduciary Services.]

Investment Choices have been assigned to various asset classes based solely on Transamerica's assessment of the investment policies of the underlying investment. Additionally, the current asset class may not be representative of that particular asset class in the future and may be subject to change. Accordingly, plan fiduciaries should regularly review Investment Choices selected to determine whether such Investment Choices are prudent for plan participants.

**The value of each Sub-account is affected by market changes and the investment income applicable to each Sub-account, based on the securities/holdings of the underlying investment(s) in which the Sub-account invests. As a result, the value of each Sub-account will be subject to variations, both up and down and such value is not guaranteed as to fixed dollar amount.**

# Transamerica Life Insurance Company

A Stock Company

[Home Office: 4333 Edgewood Road NE. Cedar Rapids, IA 52499  
Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015]

## APPLICATION TO CHANGE INVESTMENT CHOICES

### IMPORTANT INFORMATION REGARDING INVESTMENT CHOICES

**Please also read the applicable Investment Fact Sheets and accompanying disclosure pages carefully.**

**[Cash Equivalent Investment Choices.** This category of investment seeks to protect against loss of principal while providing returns comparable to money market funds and short term Treasury instruments. An investment in a cash equivalent Investment Choice offered by Transamerica is not insured or guaranteed by the FDIC or any other government agency. Although this type of investment seeks to preserve the value of principal, it is possible to lose money by investing in this type of investment. These types of investments generally have provided a dependable level of stability and liquidity; nevertheless, the investment is still subject to credit risk and to liquidity risk.]

Stable value-type investments (General Account Investment Choice) may be subject to liquidity restrictions or risk under specific circumstances, such as total and partial discontinuance under the Contract. For the stable value-type Investment Choice offered by Transamerica, there may be a waiting period of up to 30-365 days for some types of withdrawals.] [Additionally the underlying investment may impose separate hold periods or withdrawal restrictions.] Refer to the Contract for specific details regarding the any restriction on withdrawals. Other than for defined benefit plans, TRANSAMERICA RESERVES THE RIGHT UNDER THE CONTRACT TO RESTRICT THE AVAILABILITY OF THE GENERAL ACCOUNT INVESTMENT CHOICE AFTER THE CONTRACT IS ISSUED.]

**[Asset Allocation and Strategic Allocation Investment Choices.** Each Asset Allocation Investment Choice/Strategic Allocation Investment Choice has its own investment strategy and risk/reward profile, and the underlying investments automatically diversify and rebalance among stock and fixed income securities to fit that profile. The Asset Allocation Investment Choices are designed as a convenient approach to help Participants meet retirement or other long-term goals. Participants should monitor their Asset Allocation Investment Choices over time to make sure they continue to meet their own risk/return profile, taking into account their objectives and investment time horizon.

When selecting the Asset Allocation and Strategic Allocation Investment Choices, all the Investment Choices within a grouping must be selected to include in the Plan, and are not available individually. As directed and authorized by the Contractholder in Section VI of this Application, when additional Asset Allocation and/or Strategic Allocation portfolios are made available by the underlying mutual fund sponsor, Transamerica will add any such additional portfolios to the Investment Choices made available to the Plan as a part of the Plan's existing investments.

**Although each Asset Allocation/Strategic Allocation Investment Choice is intended to be appropriate for a specific risk/reward profile, there is no guarantee that any Asset Allocation Investment Choice will achieve its stated investment objectives.]**

**[Target Maturity or Target Dates Investment Choices.** Each Target Maturity/Target date Investment Choice's investment strategy is based on a targeted retirement age or the approximate date when investors plan to start withdrawing money. The underlying investments generally become more conservative as the designated retirement age approaches.

As directed and authorized by the Contractholder in Section VI of this Application, when additional target-date asset allocation portfolios are made available by the underlying mutual fund sponsor, the Contractholder directs and authorizes Transamerica to add any such additional portfolios to the Investment Choices made available to the Plan as a part of the Plan's existing investments.

**Although each Target Maturity/Target Date Investment Choice is intended to be appropriate for a targeted retirement age, there is no guarantee that the Investment Choice will achieve its stated investment objectives. The principal value of these investment choices are not guaranteed at any time, including at the Target Maturity/Target Date.]**

**[Default Investment Choice.** Except in the case of a defined benefit plan, naming a Default Investment Choice is required. The designated Default Investment Choice will hold: 1) individual participant contributions received with missing or incomplete enrollment information; 2) contributions received via automatic enrollment, if applicable; or 3) any other contributions for which no investment designation was provided. Contributions allocated to the Default Investment Choice can only be transferred to another Investment Choice by the participant via an approved method (e.g. VRU, Internet).]

## **Transamerica Life Insurance Company**

A Stock Company

[Home Office: 4333 Edgewood Road NE. Cedar Rapids, IA 52499  
Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015]

### **APPLICATION TO CHANGE INVESTMENT CHOICES**

**[PortfolioXpress<sup>SM</sup>**. This online service is offered and provided by Transamerica Retirement Services Corporation, with assistance from Diversified Investment Advisors, both Affiliates of Transamerica. **PortfolioXpress<sup>SM</sup>** presents a series of asset allocation models up to and through a designated retirement year. The service provides an investment mix based on the funds available in the plan and the retirement year selected by participants. The participant is solely responsible for selecting the retirement year and risk preference (if applicable). In implementing the service, the participant must agree to each of the asset allocation mixes, and each of the automated rebalancing transactions that will take place over time within the account as the participant approaches a selected retirement year. Retirement date portfolios are subject to the same risks as the underlying asset classes in which they invest. The portfolio's asset allocation becomes more conservative over time and the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds will increase. Generally, the higher the portfolio's allocation is to stocks, the greater the risk. The principal value of the portfolio is not guaranteed at any time, including at and after the target date.

If PortfolioXpress<sup>SM</sup> is selected as the Plan's Default Fund/QDIA, subsequent changes to the Plan's investment lineup may affect the asset allocation mixes within the portfolios selected by participants and cause the service to be terminated.]

ANY Investment Choice offered can be selected as a default Investment Choice. However only certain Investment Choices may qualify as a QDIA. If you would like to choose a QDIA, please note that Transamerica has denoted specific Investment Choices in Section V, which may be considered potential QDIAs permitted under applicable regulations. Subject to other regulations, the plan fiduciary, is responsible for determining that the default investment selected is prudent for its participants and whether such Investment Choice satisfies the applicable regulations. Additional requirements must also be met for a plan fiduciary to obtain relief under the regulations.

**See the QDIA Fact Sheet for complete details if you would like to select a QDIA as your default Investment Choice.]**

## Schedule of Benefits

**CONTRACT NUMBER:** [999999]  
**EFFECTIVE DATE OF CONTRACT:** [January 1, 2011]  
**EFFECTIVE DATE OF SCHEDULE:** [January 1, 2012]

As of the Effective Date of Schedule, this Schedule of Benefits ("Schedule") becomes a part of the Contract for the Contract number shown above. The Contract is hereby amended to include the provisions of this Schedule. This Schedule supersedes any Schedule of the same name which was previously issued, or any amendment to the Contract addressing the subject matter contained herein. Future changes to this Schedule will be effectuated by an updated Schedule issued to the Contractholder.

Group Annuity Contract, with Fixed Dollar Annuity Purchase Options and Separate Account Investment Options. No Dividends.

Plan Name: [ABC Retirement Plan]  
Contractholder: [Trustee(s) for ABC Retirement Plan]  
Contract Number: [999999]  
Effective Date: [January 1, 2011]  
First Anniversary: [January 1, 2012]  
Jurisdiction: [State in which the contract is issued]  
Expected Takeover Amount: [takeover amount]  
General Account Stable Value Fund Activated: [Yes] [No]

<if general account stable value>

[General Account Stable Value Fund Guaranteed Interest Rate and Period: [rate] [month/day/year] –[month/day/year]

Transamerica guarantees a credited rate of interest on amounts allocated to the General Account Stable Value Fund. On a semi-annual basis Transamerica shall declare a guaranteed credited rate that shall apply for a six-month period. Transamerica will declare the guaranteed credited rate of interest at six-month intervals and at least 45 days in advance of the date the new rate becomes effective. The guaranteed rate of interest shall not change during the six month period for which it is effective. The General Account Stable Value Fund Guaranteed Interest Rate shown in this schedule will be guaranteed for the Period shown above. There is no minimum guaranteed interest rate under this Contract. Interest is credited to the General Account Stable Value Fund daily, based on its beginning daily balance, at a rate of interest, which is the daily equivalent of the applicable effective annual rate of interest established. The Contractholder may replace the General Account Stable Value Fund with another Investment Account or discontinue the Contract in accordance with the transfer and discontinuance provisions of the Contract and the Schedule of Contract Discontinuance Value.]

<endif>

This Schedule of Benefits and the following Schedules become a part of the Contract:

- **Schedule of Contract Asset Charges and Fees**
- **Schedule of Contract Discontinuance Value**
- **Schedule of Separate Accounts**

## Schedule of Contract Asset Charges and Fees

**CONTRACT NUMBER:** [999999]  
**EFFECTIVE DATE OF CONTRACT:** [January 1, 2011]  
**EFFECTIVE DATE OF SCHEDULE:** [January 1, 2012]

As of the Effective Date of Schedule, this Schedule of Contract Asset Charges and Fees ("Schedule") becomes a part of the Contract for the Contract number shown above. The Contract is hereby amended to include the provisions of this Schedule. This Schedule supersedes any Schedule of the same name which was previously issued, or any amendment to the Contract addressing the subject matter contained herein. Future changes to this Schedule will be effectuated by an updated Schedule issued to the Contractholder.

### Table of Contract Asset Charges

[Balance of all Contract Accounts] [Balance of all Contract Accounts for all employers participating in the Contract] [ Balance of all Contract Accounts, for assets of each individual employer participating in the Contract and not in the Aggregate]	[Monthly Charge] (A negative percentage represents a credit to the Contract)	[Quarterly Charge] (A negative percentage represents a credit to the Contract)	[Annual Charge] (A negative percentage represents a credit to the Contract)
[Band 1]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 2]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 3]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 4]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 5]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 6]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 7]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 8]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 9]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 10]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 11]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 12]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 13]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 14]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]

**<if monthly and a day in the month is specified>**

[A Contract Asset Charge (CAC) will be calculated on the [1<sup>st</sup> – 31<sup>st</sup>] of each month and will be assessed on the next Business Day on a pro-rata basis to all Contract Accounts, as shown in the Schedule of Separate Accounts. 1/12<sup>th</sup> of the annual CAC percentages shown in this Schedule of Contract Asset Charges and Fees will be applied each month. For the purpose of calculating the CAC for partial months, a partial month is considered a full month]

**<if monthly and a day in the month is not specified>**

[The CAC percentages shown in this Schedule of Contract Asset Charges and Fees will be applied each month. The CAC is only applied on Contract assets that are held under the Contract on the date the CAC is calculated. For the purpose of calculating the CAC for partial months, a partial month is considered a full month.]

**<if quarterly or annually>**

[A Contract Asset Charge (CAC) will be calculated on the last day of each [quarter] [year] and will be assessed on the next Business Day on a pro-rata basis to all Contract Accounts, as shown in the Schedule of Separate Accounts. [1/4th of the] (or) [The] annual CAC percentages shown in this Schedule of Contract Asset Charges and Fees will be applied each [quarter] [year]. The CAC is only applied on Contract assets that are held under the Contract on the date the CAC is calculated. For the purpose of calculating the CAC for partial [quarters] [years], the CAC calculation will be based on the number of months the Contract was in force since the date of the first Deposit for new contracts or since the last CAC was assessed. A partial month is considered a full month. For each month in a partial [quarter] [year] that the contract was in force, 1/12<sup>th</sup> of the annual Contract Asset Charge is assessed. ]

< if MEP and individual participating employer assets are considered in the calculation >

[Using the percentages in the table above, the CAC is based on the actual assets of each individual participating employer and not on the assets of the entire Contract.]

< if non MEP or MEPs where all participating employer assets are considered in the calculation >

[Using the percentages in the table above, for the first Deposit Year, the CAC is calculated and assessed based on the total estimated Deposits indicated by the Contractholder in the Application for Contract. During the first Deposit Year, on the day the CAC is calculated, if the balance of all Contract Accounts exceeds the total estimated deposits shown in the Application for Group Annuity Contract, the CAC will reduce to reflect the CAC for the increased amount of assets.]

< if nonMEP >

[At the end of the first Deposit Year, if the actual Deposits received, reduced by the sum of any amounts transferred from the Contract to any other plan investment options maintained outside of the Contract, is less than [50-100%] [70% in Oregon] of the Total Estimated Deposits shown in the Application for Group Annuity Contract, a Contract Asset Charge adjustment is made.

This adjustment is determined in accordance with the following formula and is deducted pro rata from the Combined Balance.  
 $A \times (B - C)$  Where:

- A = The sum of Deposits received for this Contract in the first Deposit Year reduced by the sum of any amounts transferred from the Contract to any other plan investment options maintained outside of the Contract.
- B = The Monthly Rate applicable under the Schedule above if the sum of the Deposits received in first Deposit Year reduced by the sum of any amounts transferred from the contract to any other plan investment options maintained outside of the Contract is substituted for the Contract Account balance.
- C = The Monthly Rate applicable based on the Total Estimated First-Year Deposits shown in the Application for Group Annuity Contract. ]

< if MEP >

[Using the percentages in the table above, beginning with the second Deposit Year, CACs are assessed each [month] [quarter], based on the actual balance of all Contract Accounts for all participating employers.]

< in all states except Oregon and Texas >

**[Additional Fees**

*[None]]*



## Schedule of Contract Asset Charges and Fees

**CONTRACT NUMBER:** [999999]  
**EFFECTIVE DATE OF CONTRACT:** [January 1, 2011]  
**EFFECTIVE DATE OF SCHEDULE:** [January 1, 2012]

As of the Effective Date of Schedule, this Schedule of Contract Asset Charges and Fees ("Schedule") becomes a part of the Contract for the Contract number shown above. The Contract is hereby amended to include the provisions of this Schedule. This Schedule supersedes any Schedule of the same name which was previously issued, or any amendment to the Contract addressing the subject matter contained herein. Future changes to this Schedule will be effectuated by an updated Schedule issued to the Contractholder.

<All issues where a credit is given for prior surrender charges, except MEP plans where only the assets of each individual participating employers are considered>

[For the first [1-10] or [1-9 in Oregon] Deposit Year(s) the Contract Asset Charge ("CAC") is [0%-4.00%] of the Total Estimated First Year Deposits shown in the Application for Contract ]

<If MEP and each individual participating employer assets are considered in the calculation

[For all years, using the percentages in the table below, the CAC is based on the actual assets of each individual participating employer and not on the assets of the entire Contract.]

<All issues where a credit is not given for prior surrender charges, except MEP plans where only the assets of each individual participating employers are considered>

[Using the percentages in the table below, for the first Deposit Year, the CAC is calculated and assessed based on the total estimated Deposits indicated by the Contractholder in the Application for Contract. During the first Deposit Year, on the day the CAC is calculated, if the balance of all Contract Accounts exceeds the total estimated deposits shown in the Application for Group Annuity Contract, the CAC will reduce to reflect the CAC for the increased amount of assets.]

<All issues where a credit is not given for prior surrender charges, except MEP plans

[At the end of the first Deposit Year, if the actual Deposits received, reduced by the sum of any amounts transferred from the Contract to any other plan investment options maintained outside of the Contract, is less than 50-100%/70% in Oregon of the Total Estimated Deposits shown in the Application for Group Annuity Contract, a Contract Asset Charge adjustment is made.

This adjustment is determined in accordance with the following formula and is deducted pro rata from the Combined Balance.

A x (B - C) Where:

- A = The sum of Deposits received for this Contract in the first Deposit Year reduced by the sum of any amounts transferred from the Contract to any other plan investment options maintained outside of the Contract.
- B = The Monthly Rate applicable under the Schedule above if the sum of the Deposits received in first Deposit Year reduced by the sum of any amounts transferred from the contract to any other plan investment options maintained outside of the Contract is substituted for the Combined Contract Account Balance.
- C = The Monthly Rate applicable based on the Total Estimated First-Year Deposits shown in the Application for Group Annuity Contract. ]

<if Non-MEP where all participating employer assets are considered>

[Thereafter, the CACs are based on a percentage shown in the Table of Contract Asset Charges below, using the balance of all contract accounts for the basis of calculation.

<if MEP where all participating employer assets are considered>

[Thereafter, the CACs are based on a percentage shown in the Table of Contract Asset Charges below, using the assets for all participating employers in the aggregate for the basis of calculation.

<if monthly and a day in the month is specified>

[The CAC is calculated on the [1st – 31st] of each month and is assessed on the next Business Day on a pro-rata basis to all Contract Accounts, as shown in the Schedule of Separate Accounts. 1/12th of the annual CAC percentages shown in this Schedule of Contract Asset Charges and Fees is applied each month.]

<if monthly and a day in the month is not specified>

[The CAC percentages shown in this Schedule of Contract Asset Charges and Fees are applied each month. The CAC is only applied on Contract assets that are held under the Contract on the date the CAC is calculated. For the purpose of calculating the CAC for partial months, a partial month is considered a full month.]

<if quarterly or annually>

[The CAC will be calculated on the last day of each [quarter] [year] and will be assessed on the next Business Day on a pro-rata basis to all Contract Accounts, as shown in the Schedule of Separate Accounts. [1/4th of the] (or) [The] annual CAC percentages shown in this Schedule of Contract Asset Charges and Fees will be applied each [quarter] [year]. The CAC is only applied on Contract assets that are held under the Contract on the date the CAC is calculated. For the purpose of calculating the CAC for partial [quarters] [years], the CAC calculation will be based on the number of months the Contract was in force since the date of the first Deposit for new contracts or since the last CAC was assessed. A partial month is considered a full month. For each month in a partial [quarter] [year] that the contract was in force, 1/12th of the annual Contract Asset Charge is assessed. ]

## Table of Contract Asset Charges

[ Balance of all Contract Accounts] [Balance of all Contract Accounts for all employers participating in the Contract] [ Balance of all Contract Accounts, for assets of each individual employer participating in the Contract and not in the Aggregate]	[Monthly Charge] (A negative percentage represents a credit to the Contract)	[Quarterly Charge] (A negative percentage represents a credit to the Contract)	[Annual Charge] (A negative percentage represents a credit to the Contract)
[Band 1]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 2]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 3]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 4]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 5]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 6]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 7]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 8]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 9]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 10]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 11]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 12]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 13]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 14]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]

<in all states except Oregon and Texas>

### [Additional Fees]

[None]

**Make up Amount:** Upon receipt of the Takeover Amount shown on the Application for Group Annuity Contract, a Make Up Amount of [Make Up Amount], will be credited to the Contract and allocated among the Contract Accounts as directed by the Contractholder.

The Make Up Amount was issued based on the underwriting guidelines used by the Company. Failure to continue meeting the Company's underwriting guidelines may result in adjustments to the contract charges under the Contract or it may result in Contract Discontinuance.

**Important Notice:** As consideration for the Make Up Amount, the Contract is subject to additional charges that would not apply if you had not elected to receive the Make Up Amount. The additional charges should be considered along with the benefit of receiving the Make Up Amount to be sure it meets your financial needs and objectives. The additional charges applicable to the Make Up Amount include increased Contract Asset Charges and Surrender Charges upon discontinuance for a limited number of years. The additional Contract Asset Charges are reflected in this Schedule and any Surrender Charges are reflected in the Schedule of Contract Discontinuance Value.

## Schedule of Contract Discontinuance Value

**CONTRACT NUMBER:** [999999]  
**EFFECTIVE DATE OF CONTRACT:** [January 1, 2011]  
**EFFECTIVE DATE OF SCHEDULE:** [January 1, 2012]

As of the Effective Date of Schedule, this Schedule of Contract Discontinuance Value ("Schedule") becomes a part of the Contract for the Contract number shown above. The Contract is hereby amended to include the provisions of this Schedule. This Schedule supersedes any Schedule of the same name which was previously issued, or any amendment to the Contract addressing the subject matter contained herein. Future changes to this Schedule will be effectuated by an updated Schedule issued to the Contractholder.

### **Payment of Contract Discontinuance Value**

Subject to the terms of the Contract, upon Total Discontinuance or Partial Discontinuance, the value of Contract Accounts ("Discontinuance Value") is paid as follows:

< if separate account stable value >

#### **[Separate Account Stable Value Accounts]**

The trustees for underlying investments of separate account stable value products often require 12 months advance notice for withdrawals made as a result of Discontinuance unless an earlier withdrawal is approved by the trustee of the underlying investment. The trustee of the underlying investment may have authority to delay payments for a longer period in extraordinary market conditions. Earlier withdrawal may be approved if the trustee of the underlying investment determines that such withdrawal is not detrimental to the best interest of the underlying investment. Upon Notice of Discontinuance, we will give the trustee of the underlying investment advance notice of the withdrawal associated with the Discontinuance. The Discontinuance Payment will be withdrawn on the date permitted by the underlying investment; either at the end of the 12-month notice period or such earlier date as may be allowed for by the trustee of the underlying investment.]

< endif >

#### **Contract Accounts other than the General Account Stable Value Fund and Separate Account Stable Value Accounts:**

Except for the General Account Stable Value Fund described in Section A of this Contract and/or any separate account stable value account, the value of Contract Accounts will be paid within 10 Business Days after Advance Notice of discontinuance is received. Such value will be calculated on the day before the payment is made.

< if general account stable value >

#### **[General Account Stable Value Fund:**

Notwithstanding any of the provisions in Section A or any other provision under this Contract, withdrawals from the General Account Stable Value Fund resulting from Total Discontinuance or Partial Discontinuance will be paid within 30 days from the day we receive Advance Notice of discontinuance. Such value will be calculated on the day before the payment is made. Payments under this provision are subject to the Deferral of Payment or Transfer of General Account Stable Value Fund provision below.

#### **Contractholder's Direction to Transfer Assets of the General Account Stable Value Fund:**

Notwithstanding any other provision under the Contract, the value calculated for transfers from the General Account Stable Value Fund (described in Section A of this Contract), resulting from the Contractholder directing Transamerica to transfer all or portions of the General Account Stable Value Fund assets to another Investment Account available under the Contract, will be transferred on the [90th] [270th] Business Day after direction is received by us from the Contractholder; provided, however, that in the event Transamerica declares a guaranteed credited rate that is reduced from the guaranteed credited rate then in effect, such transfer shall be executed within 30 days of the day we receive the transfer request. Transfers under this provision are subject to the Deferral of Payment or Transfer of General Account Stable Value Fund provision below.

**Deferral of Payment or Transfer of General Account Stable Value Fund:**

If Transamerica incurs withdrawals and/or receives withdrawal requests equal to or greater than either:

- (a) [1%-20%] of the total assets of all General Account Stable Value Funds and similar-type fixed dollar general accounts established in the Transamerica Retirement Services division of Transamerica ("TRS Stable Value Accounts") during any consecutive [1-6]-month period, or
- (b) [1%-50%] of the total assets of all TRS Stable Value Accounts during any consecutive [6-12]-month period,

and such withdrawals would materially adversely affect the financial condition of the TRS Stable Value Accounts, in Transamerica's reasonable judgment, Transamerica may delay payments and transfers of such assets for all contractholders for up to 12 months (the "Delay Period").

During the Delay Period, withdrawals resulting from Total Discontinuances or Partial Discontinuances and requests to remove and transfer General Account Stable Value Fund assets to another Investment Account will be delayed for all contractholders invested in the General Account Stable Value Fund until the end of the Delay Period. The Delay Period will be administered on a non-discriminatory basis and will begin for all contractholders invested in the General Account Stable Value Fund on a date specified by Transamerica and end for all contractholders invested in the General Account Stable Value Fund on a subsequent date specified by Transamerica, but no later than 12 months after the start date. If any contractholder selects the General Account Stable Value Fund as a Contract Account after a Delay Period has commenced, such contractholder will be subject to the Delay Period from the date the contractholder selects the General Account Stable Value Fund until Transamerica declares that the Delay Period has ended for all contractholders. The Delay Period will not be applied to any transfer or withdrawal requests made within 30 days of our announcement to decrease the six-month guaranteed interest rate. Transamerica will not reduce the guaranteed interest rate during the Delay Period. ]

## Schedule of Contract Discontinuance Value

**CONTRACT NUMBER:** [999999]  
**EFFECTIVE DATE OF CONTRACT:** [January 1, 2011]  
**EFFECTIVE DATE OF SCHEDULE:** [January 1, 2012]

As of the Effective Date of Schedule, this Schedule of Contract Discontinuance Value ("Schedule") becomes a part of the Contract for the Contract number shown above. The Contract is hereby amended to include the provisions of this Schedule. This Schedule supersedes any Schedule of the same name which was previously issued, or any amendment to the Contract addressing the subject matter contained herein. Future changes to this Schedule will be effectuated by an updated Schedule issued to the Contractholder.

### Payment of Contract Discontinuance Value

Subject to the terms of the Contract, upon Total Discontinuance or Partial Discontinuance, the value of Contract Accounts ("Discontinuance Value") is paid as follows:

<if CIT separate account stable value>

#### **[Separate Account Stable Value Accounts]**

The trustees for underlying investments of separate account stable value products often require [12] months advance notice for withdrawals made as a result of Discontinuance unless an earlier withdrawal is approved by the trustee of the underlying investment. The trustee of the underlying investment may have authority to delay payments for a longer period in extraordinary market conditions. Earlier withdrawal may be approved if the trustee of the underlying investment determines that such withdrawal is not detrimental to the best interest of the underlying investment. Upon Notice of Discontinuance, we will give the trustee of the underlying investment advance notice of the withdrawal associated with the Discontinuance. The Discontinuance Payment will be withdrawn on the date permitted by the underlying investment; either at the end of the 12-month notice period or such earlier date as may be allowed for by the trustee of the underlying investment.]

<endif>

#### **Contract Accounts other than the General Account Stable Value Fund and Separate Account Stable Value Accounts:**

Except for the General Account Stable Value Fund described in Section A of this Contract and/or any separate account stable value account, the value of Contract Accounts will be paid within 10 Business Days after Advance Notice of discontinuance is received. Such value will be calculated on the day before the payment is made.

<if general account stable value>

#### **[General Account Stable Value Fund:**

Notwithstanding any of the provisions in Section A or any other provision under this Contract, withdrawals from the General Account Stable Value Fund resulting from Total Discontinuance or Partial Discontinuance will be paid within 30 days from the day we receive Advance Notice of discontinuance. Such value will be calculated on the day before the payment is made. Payments under this provision are subject to the Deferral of Payment or Transfer of General Account Stable Value Fund provision below.

#### **Contractholder's Direction to Transfer Assets of the General Account Stable Value Fund:**

Notwithstanding any other provision under the Contract, the value calculated for transfers from the General Account Stable Value Fund (described in Section A of this Contract), resulting from the Contractholder directing Transamerica to transfer all or portions of the General Account Stable Value Fund assets to another Investment Account available under the Contract, will be transferred on the [90th] [270th] Business Day after direction is received by us from the Contractholder; provided, however, that in the event Transamerica declares a guaranteed credited rate that is reduced from the guaranteed credited rate then in effect, such transfer shall be executed within 30 days of the day we receive the transfer request. Transfers under this provision are subject to the Deferral of Payment or Transfer of General Account Stable Value Fund provision below.

**Deferral of Payment or Transfer of General Account Stable Value Fund:**

If Transamerica incurs withdrawals and/or receives withdrawal requests equal to or greater than either:

- (a) [1%-20%] of the total assets of all General Account Stable Value Funds and similar-type fixed dollar general accounts established in the Transamerica Retirement Services division of Transamerica ("TRS Stable Value Accounts") during any consecutive [1-6]-month period, or
- (b) [1%-50%] of the total assets of all TRS Stable Value Accounts during any consecutive [6-12]-month period,

and such withdrawals would materially adversely affect the financial condition of the TRS Stable Value Accounts, in Transamerica's reasonable judgment, Transamerica may delay payments and transfers of such assets for all contractholders for up to 12 months (the "Delay Period").

During the Delay Period, withdrawals resulting from Total Discontinuances or Partial Discontinuances and requests to remove and transfer General Account Stable Value Fund assets to another Investment Account will be delayed for all contractholders invested in the General Account Stable Value Fund until the end of the Delay Period. The Delay Period will be administered on a non-discriminatory basis and will begin for all contractholders invested in the General Account Stable Value Fund on a date specified by Transamerica and end for all contractholders invested in the General Account Stable Value Fund on a subsequent date specified by Transamerica, but no later than 12 months after the start date. If any contractholder selects the General Account Stable Value Fund as a Contract Account after a Delay Period has commenced, such contractholder will be subject to the Delay Period from the date the contractholder selects the General Account Stable Value Fund until Transamerica declares that the Delay Period has ended for all contractholders. The Delay Period will not be applied to any transfer or withdrawal requests made within 30 days of our announcement to decrease the six-month guaranteed interest rate. Transamerica will not reduce the guaranteed interest rate during the Delay Period.]

**Discontinuance Charges.** Upon Total or Partial Discontinuance of the Contract, the following Discontinuance Charge Percentages are deducted from all Contract Accounts prior to payment. The Discontinuance Charges shown also apply to Partial Discontinuance resulting from any Contractholder Directed Withdrawal, when applicable.

<if state other than Oregon>

**Discontinuance Charge Percentages**

[0.00-10.00%]	<i>[For payment dates occurring in the first Deposit Year</i>
[0.00-9.00]	<i>For payment dates occurring in the second Deposit Year</i>
[0.00-8.00%]	<i>For payment dates occurring in the third Deposit Year</i>
[0.00-7.00%]	<i>For payment dates occurring in the fourth Deposit Year</i>
[0.00-6.00%]	<i>For payment dates occurring in the fifth Deposit Year</i>
[0.00-5.00%]	<i>For payment dates occurring in the sixth Deposit Year</i>
[0.00-4.00%]	<i>For payment dates occurring in the seventh Deposit Year</i>
[0.00-3.00%]	<i>For payment dates occurring in the eighth Deposit Year</i>
[0.00-2.00%]	<i>For payment dates occurring in the ninth Deposit Year</i>
[0.00-1.00%]	<i>For payment dates occurring in the tenth Deposit Year</i>
0.00%	<i>For payment dates thereafter]</i>

<endif>

<if Oregon>

**Discontinuance Charge Percentages**

[0.00-9.00%]	<i>[For payment dates occurring in the first Deposit Year</i>
[0.00-8.00%]	<i>For payment dates occurring in the second Deposit Year</i>
[0.00-7.00%]	<i>For payment dates occurring in the third Deposit Year</i>
[0.00-6.00%]	<i>For payment dates occurring in the fourth Deposit Year</i>
[0.00-5.00%]	<i>For payment dates occurring in the fifth Deposit Year</i>
[0.00-4.00%]	<i>For payment dates occurring in the sixth Deposit Year</i>
[0.00-3.00%]	<i>For payment dates occurring in the seventh Deposit Year</i>
[0.00-2.00%]	<i>For payment dates occurring in the eighth Deposit Year</i>
[0.00-1.00%]	<i>For payment dates occurring in the ninth Deposit Year</i>
0.00%	<i>For payment dates thereafter]</i>

<endif>

## Schedule of Separate Accounts

**CONTRACT NUMBER:** [999999]  
**EFFECTIVE DATE OF CONTRACT:** [January 1, 2011]  
**EFFECTIVE DATE OF SCHEDULE:** [January 1, 2012]

As of the Effective Date of Schedule, this Schedule of Separate Accounts ("Schedule") becomes a part of the Contract represented by the Contract number shown above. The Contract is hereby amended to include the provisions of this Schedule. This Schedule supersedes any Schedule of the same name which was previously issued, or any amendment to the Contract addressing the subject matter contained herein. Future changes to this Schedule will be effectuated by an updated Schedule delivered to the Contractholder.

In accordance with Section B of the Contract, the following Separate Accounts/Investment Accounts are included under the Contract. The Separate Accounts/Investment Accounts available and for which the Contractholder has elected to have Investment Accounts established under the Contract are shown in the Application for Group Annuity Contract, the Application to Change Investment Choices, or any contract form approved for use to designate changes to the Investment Accounts under this Contract, which are made a part of the Contract, when applicable. Investment Accounts are established under the Contract for each Separate Account included under the Contract.

In accordance with Section B.08 of the Contract, we have the right to change the charges applicable to each Separate Account/Investment Account.

Separate Account/Investment Account	Investment Account Class	Annual Separate Account Maintenance Charge	Annual Administrative Charge
<list of accounts>	[Fixed] [Banded]	[%]	[%]

### **GRADED INVESTMENT ACCOUNT CLASS SCHEDULE:**

*The Annual Administrative Charge shown above may change in accordance with the asset levels shown below.*

Graded Investment Account Class	Annual Administrative Charge	<u>Value of Contract Account</u>
[I]	[.XX%]	[Band1]
[II]	[.XX%]	[Band2]
[III]	[.XX%]	[Band3]
[IV]	[.XX%]	[Band4]
[V]	[.XX%]	[Band5 ....]

**Class Change Period:** [Quarterly][Annually]

#### **NOTE:**

For some Separate Accounts/Investment Accounts, we may receive fee reimbursements from the underlying investment. The fees reimbursed to us may be applied to adjust the Contract Asset Charges and/or the Separate Account Maintenance Charge and/or the Administrative Charge. Additionally, regardless of whether a Separate Account Maintenance Charge or Administrative Charge applies, all Separate Accounts/Investment Accounts are subject to the expenses, charges, and fees of the underlying investment.



SERFF Tracking Number: MWSG-127963240 State: Arkansas  
 Filing Company: Transamerica Life Insurance Company State Tracking Number:  
 Company Tracking Number: AMEND-07-SVF  
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium  
 Product Name: Group Annuity Incidental Forms  
 Project Name/Number: /

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Flesch Certification	Approved	02/02/2012

**Comments:**

Attached is the Certification of Compliance as requested in this component. Please note that pursuant to Ark. Code Ann. 23-80-204(b)(3), a Flesch score certification is not being provided as the base contract with which these forms will be used serves as a funding vehicle for pension, profit-sharing or deferred compensation plans.

**Attachment:**

AR Certificate of Compliance.pdf

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Application	Approved	02/02/2012

**Comments:**

This filing consists solely of incidental forms, 3 of which are application forms.

	Item Status:	Status Date:
<b>Bypassed - Item:</b> Life & Annuity - Actuarial Memo	Approved	02/02/2012

**Bypass Reason:** Not applicable. The enclosed forms are incidental forms, none of which require an actuarial memorandum.

**Comments:**

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Statements of Variability	Approved	02/02/2012

**Comments:**

**Attachments:**

Statement of Variability APP-07 SOV(2).pdf  
 Statement of Variability APP-RFCC-07 SOV(2).pdf  
 Statement of Variability CAPP-07 SOV(2)SOV.pdf  
 Statement of Variability CNT-TLIC (SCHCAC)(2)SOV.pdf  
 Statement of Variability CNT-TLIC (SCHMVECAC)(2)SOV.pdf

SERFF Tracking Number: MWSG-127963240 State: Arkansas  
Filing Company: Transamerica Life Insurance Company State Tracking Number:  
Company Tracking Number: AMEND-07-SVF  
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium  
Product Name: Group Annuity Incidental Forms  
Project Name/Number: /

Statement of Variability CNT-TLIC (SCHMVECD)(2)SOV.pdf  
Statement of Variability CNT-TLIC (SCHSA)(2)SOV.pdf  
Statement of Variability CNT-TLIC-(SCHCD)(2)SOV.pdf  
Statement of Variability CNT-TLIC (SCHOB)(2)SOV.pdf

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Authorization Letter	Approved	02/02/2012
<b>Comments:</b>		
<b>Attachment:</b> Authorization Letter.pdf		

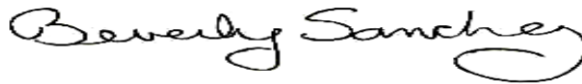
	Item Status:	Status Date:
<b>Satisfied - Item:</b> Initial Submission Letter	Approved	02/02/2012
<b>Comments:</b>		
<b>Attachment:</b> AR letter.pdf		

## CERTIFICATION

I, Beverly Sanchez, Associate Vice President, Product Development Group, of Transamerica Life Insurance Company, do hereby certify that the forms identified below comply with:

- Arkansas Rule and Regulation 19, Unfair Sex Discrimination in the Sale of Insurance.
- Arkansas Rule and Regulation 49, Life and Health Insurance Guaranty Association Notices.
- Arkansas Code Annotated § 23-79-138 as provided for in Bulletin 11-88, Consumer Information Notice.
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## TRANSAMERICA LIFE INSURANCE COMPANY



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Beverly Sanchez  
Associate Vice President, Product Development Group

Date: January 25, 2012

<b><u>Name of Form</u></b>	<b><u>Form Number</u></b>
Amendment to Contract	AMEND-07-SVF
Amendment to Contract	AMEND-07-SAMC
Schedule of Benefits	CNT-TLIC (SCHOB)(2)
Schedule of Contract Asset Charges	CNT-TLIC (SCHCAC)(2)
Schedule of Contract Asset Charges	CNT-TLIC (SCHMVECAC)(2)
Schedule of Contract Discontinuance Value	CNT-TLIC (SCHCD)(2)
Schedule of Contract Discontinuance Value	CNT-TLIC (SCHMVECD)(2)
Schedule of Separate Accounts	CNT-TLIC (SCHSA)(2)
Application for Contract	APP-07(2)
Application to Change Investment Choices	CAPP-07(2)
Application for Change	APP-RFCC-07(2)

**Transamerica Life Insurance Company**  
(NAIC # 86231-468) (FEIN# 39-0989781)

**Statement of Variability – As of January 1, 2012**

**Form Number: App-07 Application for Contract**

- The addresses of the Home office and the Administrative office are variable in the event these offices change locations.
- Under Administrative use only, the State of Contract Issuance is client specific and will be inserted as applicable.
- Under Administrative use only, the product name is variable in accordance with client request and will be inserted as applicable.
- Under Administrative use only, the Quote number/Contract number is client specific and will be inserted as applicable.
- Under Section III, the text relating to the plan expense payment processing service will appear or not appear, depending on whether the service is offered and the client qualifies for such service.
- Under Section V, with respect to the Guideline or Rule section, each guideline/rule will appear or not appear, depending on whether the guideline or rule applies, based on the investment choices available and the administrative practices of the company at the time of application.
- Under Section V, in order to facilitate the selection of investment choice for the contract, the list of sub-accounts will be shown, along with the ID#, Asset Class, Sub-asset Class, and Potential QDIA indicator. This list will change from time to time as the company adds and deletes investment choices, as provided in the contract. We reserve the right to re-arrange the formatting of the list as appropriate to the company's product offerings.
- Under Section V, at the end of the list of investment choices, references to choosing a default investment choice, a forfeiture account or our Portfolio Express offering are included. These statements may vary in accordance with regulatory requirements or our offerings.
- Under Section VI, item 9a, the phrase relating to the plan expense payment processing service will appear or not appear, depending on whether the service is offered and the client qualifies for such service.
- Under Section VI, Fraud Notice, a generic fraud notice will appear in those states that do not mandate specific language. Otherwise, state specific fraud language will appear. Only the fraud language applicable to the state of contract issuance will appear. The text of the Fraud Notices are:

## **FRAUD NOTICE:**

- (Generic)[Any Person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
  - (VT) [Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.
  - (FL) [Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
  - (KY)[Any Person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
  - (PR) [Any person who knowingly and with the intention to defraud includes false information in an Application for insurance or file, assists or abets in the filing of a fraudulent claim to obtain payment of a loss or other benefits, or files more than one claim for the same loss or damage commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand dollars (ten thousand) \$10,000; or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exists, the jail term may be reduced to a minimum of two (2) years.
  - (ME)[It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.
  - (OR) [Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information may be guilty of a crime and may be subject to fines and confinement in prison.
  - (WA) [It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.
  - (MD) [Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
  - OK [WARNING: Any Person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
- Under Section IX, this section will only appear in the States of Florida, Nebraska, and Iowa, or any other state that requires agent signature in the future.
  - On the last page, entitled “Important Information Regarding Investment Choices, the text is administrative in nature and is designed to educate the Contractholder in the selection of investment choices to include in the contract.

The description of “cash equivalent” investment choice is disclosure in nature, required by regulatory authorities. This language may vary if such regulatory authority mandates a change in language. The description of stable value-like investment choice may vary, dependent on applicable waiting periods and requirements of an underlying investment.

Due to the nature of strategic allocation investment choices and target maturity investment choices, administrative rules apply with respect to the sponsor of a retirement plan (Contractholder) choosing all in a group or none in a group. This facilitates a wide-range of investment opportunities for participants. These types of selection steps may or may not appear, depending on the distribution channel and depending on the actual investment choices the company is offering.

With respect to guidelines on a default investment choice or qualified default investment alternative, please note that for administrative purposes, when monies cannot be allocated, due to incomplete or missing allocation instructions, for example, such monies are allocated to the default investment choice made available by us. The default investment choice could help the plan sponsor with its fiduciary responsibilities. The language shown for default investment choices will vary as processes change for the company or due to regulatory requirements.

With respect to the Portfolio Express language, this text may not appear or change if the service is not offered, or if the service provider requires additional disclosure.

**Transamerica Life Insurance Company**  
(NAIC # 86231-468) (FEIN# 39-0989781)

**Statement of Variability – As of January 2011**

**Form Number: APP-RFCC-07(2)**

**Application – Request for Change**

- This form is used in the administration of previously approved Group Annuity Contract forms.
- The addresses of the Home office and the Administrative office are variable in the event these offices change locations.
- The Plan Sponsor name is client specific and will be inserted as applicable.
- The Plan Name is client specific and will be inserted as applicable.
- The Contract number is client specific and will be inserted as applicable.
- The Serial/Tracking number is client specific and will be inserted as applicable.
- Each check-box and related text will appear or not appear depending on the type of change requested by the Contractholder.
- Fraud Notice. A generic fraud notice will appear in those states that do not mandate specific language. Otherwise, state specific fraud language will appear. Only the fraud language applicable to the state of contract issuance will appear. The text of the Fraud Notices are:

**FRAUD NOTICE:**

- (Generic)[Any Person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]
- (VT) [Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.]
- (FL) [Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.]
- (KY)[Any Person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.]
- (PR) [Any person who knowingly and with the intention to defraud includes false information in an Application for insurance or file, assists or abets in the filing of a fraudulent claim to obtain payment of a loss or other benefits, or files more than one claim for the same loss or damage commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand dollars (ten thousand) \$10,000; or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exists, the jail term may be reduced to a minimum of two (2) years.]

- (ME)[It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.]
- (OR) [Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information may be guilty of a crime and may be subject to fines and confinement in prison.]
- (WA) [It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.]
- (MD) [Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]
- OK [WARNING: Any Person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.]



**Transamerica Life Insurance Company**  
(NAIC # 86231-468) (FEIN# 39-0989781)

**Statement of Variability – As of January 1, 2012**

**Form Number: Capp-07 Application to Change Investment Choices**

- The addresses of the Home office and the Administrative office are variable in the event these offices change locations.
- The Plan Sponsor and Plan name is client specific and will be inserted as applicable.
- The Proposal/Contract number is client specific and will be inserted as applicable.
- The Serial/Tracking number is client specific and will be inserted as applicable.
- In order to facilitate the selection of investment choice for the contract, the list of sub-accounts will be shown, along with the ID#, Asset Class, Sub-asset Class. This list will change from time to time as the company adds and deletes investment choices, as provided in the contract. We reserve the right to re-arrange the formatting of the list as appropriate to the company's product offerings and administrative practices, for example show all added investment choices in one part of the list and the deleted investment choices in another part of the list.
- At the end of the list of investment choices, references to choosing a default investment choice, a forfeiture account or our Portfolio Express offering are included. These statements may vary in accordance with regulatory requirements or our offerings.
- Under Authorization and Signature section, Fraud Notice, a generic fraud notice will appear in those states that do not mandate specific language. Otherwise, state specific fraud language will appear. Only the fraud language applicable to the state of contract issuance will appear. The text of the Fraud Notices are:

## **FRAUD NOTICE:**

- (Generic)[Any Person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
  - (VT) [Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.
  - (FL) [Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
  - (KY)[Any Person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
  - (PR) [Any person who knowingly and with the intention to defraud includes false information in an Application for insurance or file, assists or abets in the filing of a fraudulent claim to obtain payment of a loss or other benefits, or files more than one claim for the same loss or damage commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand dollars (ten thousand) \$10,000; or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exists, the jail term may be reduced to a minimum of two (2) years.
  - (ME)[It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.
  - (OR) [Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information may be guilty of a crime and may be subject to fines and confinement in prison.
  - (WA) [It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.
  - (MD) [Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
  - OK [WARNING: Any Person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
- Under Investment Choice Selection, with respect to the Guideline or Rule section, each guideline/rule will appear or not appear, depending on whether the guideline or rule applies, based on the investment choices available and the administrative practices of the company at the time of application.
  - On the page, entitled “Important Information Regarding Investment Choices, the text is administrative in nature and is designed to educate the Contractholder in the selection of investment choices to include in the contract.

The description of “cash equivalent” investment choice is disclosure in nature, required by regulatory authorities. This language may vary if such regulatory authority mandates a change in language. The description of stable value-like investment choice may vary, dependent on applicable waiting periods and requirements of an underlying investment.

Due to the nature of strategic allocation investment choices and target maturity investment choices, administrative rules apply with respect to the sponsor of a retirement plan (Contractholder) choosing all in a group or none in a group. This facilitates a wide-range of investment opportunities for participants. These types of selection steps may or may not appear, depending on the distribution channel and depending on the actual investment choices the company is offering.

Reference to CIT investment choices may not appear when we are not offering such types of investments and may change due to regulatory or fund company requirements.

With respect to guidelines on a default investment choice or qualified default investment alternative, please note that for administrative purposes, when monies cannot be allocated, due to incomplete or missing allocation instructions, for example, such monies are allocated to the default investment choice made available by us. The default investment choice could help the plan sponsor with its fiduciary responsibilities. The language shown for default investment choices will vary as processes change for the company or due to regulatory requirements.

**Transamerica Life Insurance Company**  
(NAIC # 86231-468) (FEIN# 39-0989781)

**Statement of Variability – As of January 1, 2012**

**Form Number: CNT-TLIC (SCHCAC)(2) - Schedule of Contract Asset Charges and Fees**

THE FOLLOWING INFORMATION AT THE TOP OF THE FORM IS CONTRACTHOLDER SPECIFIC AND WILL BE ELECTRONICALLY POPULATED:

- Contract Number
- Effective Date of Contract
- Effective Date of Schedule

THE TABLE OF CONTRACT ASSET CHARGES WILL BE ELECTRONICALLY CREATED BASED ON THE PRODUCT CHOSEN AND THE AVAILABLE OPTIONS UNDER THE PRODUCT. A NEGATIVE AMOUNT IN THE TABLE OF CONTRACT ASSET CHARGES REPRESENTS A CREDIT TO THE CONTRACT.

THE TABLE HEADING OF THE CONTRACT ASSET CHARGE TABLE WILL VARY AS TO WHETHER OR NOT THE CONTRACT IS ISSUED TO A MULTIPLE EMPLOYER PLAN (MEP) WHERE ALL ASSETS ARE CONSIDERED OR JUST THE ASSETS OF THE INDIVIDUAL PARTICIPATING EMPLOYER ARE CONSIDERED. THE COMPANY MAY SHOW ONE OR MORE OF THE PERIODIC RATES APPLICABLE. THE COMPANY MAY VARY THE RANGES IN BANDS BY THE DISTRIBUTION CHANNEL AND MAY COLLAPSE LIKE BANDS. THE EXPECTED RANGE IN CONTRACT ASSET CHARGES IS 0.00% - 4.00% ANNUALLY / 0.00% - 0.3333% MONTHLY, / 0.00% - 1.00% QUARTERLY. A NEGATIVE PERCENTAGE REPRESENTS A CREDIT TO THE CONTRACT. **WE RESERVE THE RIGHT TO NEGOTIATE DIFFERENT RANGES ON A CONTRACT BY CONTRACT BASIS FOR SPECIALLY NEGOTIATED CONTRACTS.**

<b>[Balance of all Contract Accounts] [Balance of all Contract Accounts for all employers participating in the Contract] [Balance of all Contract Accounts, for assets of each individual employer participating in the Contract and not in the Aggregate]</b>	<b>[Monthly Charge] (A negative percentage represents a credit to the Contract)</b>	<b>[Quarterly Charge] (A negative percentage represents a credit to the Contract)</b>	<b>[Annual Charge] (A negative percentage represents a credit to the Contract)</b>
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THE TIME PERIOD FOR CALCULATING THE CONTRACT ASSET CHARGES MAY VARY AS IT RELATES TO SHOWING MONTHLY, ANNUAL, OR QUARTERLY CHARGES.

THE FOLLOWING SENTENCE WILL APPEAR IF MONTHLY AND A DAY IN THE MONTH IS SPECIFIED. **THE EXPECTED RANGE FOR THE DAY OF THE MONTH USED IS 1<sup>ST</sup> THROUGH THE 31<sup>ST</sup>.**

A Contract Asset Charge (CAC) will be calculated on the 1<sup>st</sup> – 31<sup>st</sup> of each month and will be assessed on the next Business Day on a pro-rata basis to all Contract Accounts, as shown in the Schedule of Separate Accounts. 1/12<sup>th</sup> of the annual CAC percentages shown in this Schedule of Contract Asset Charges and Fees will be applied each month. For the purpose of calculating the CAC for partial months, a partial month is considered a full month.

THE FOLLOWING PARAGRAPH WILL APPEAR IF **MONTHLY** AND A DAY IN THE MONTH IS NOT SPECIFIED

The CAC percentages shown in this Schedule of Contract Asset Charges and Fees will be applied each month. The CAC is only applied on Contract assets that are held under the Contract on the date the CAC is calculated. For the purpose of calculating the CAC for partial months, a partial month is considered a full month.

THE FOLLOWING PARAGRAPH WILL APPEAR IF **QUARTERLY OR ANNUALLY**

A Contract Asset Charge (CAC) will be calculated on the last day of each quarter/year and will be assessed on the next Business Day on a pro-rata basis to all Contract Accounts, as shown in the Schedule of Separate Accounts. 1/4<sup>th</sup> of the/or The annual CAC percentages shown in this Schedule of Contract Asset Charges and Fees will be applied each quarter/year. The CAC is only applied on Contract assets that are held under the Contract on the date the CAC is calculated. For the purpose of calculating the CAC for partial quarters/years, the CAC calculation will be based on the number of months the Contract was in force since the date of the first Deposit for new contracts or since the last CAC was assessed. A partial month is considered a full month. For each month in a partial [quarter] [year] that the contract was in force, 1/12<sup>th</sup> of the annual Contract Asset Charge is assessed.

THE FOLLOWING SENTENCE WILL APPEAR IF MEP AND EACH INDIVIDUAL PARTICIPATING EMPLOYER ASSETS ARE CONSIDERED IN THE CALCULATION

Using the percentages in the table above, the CAC is based on the actual assets of each individual participating employer and not on the assets of the entire Contract.

THE FOLLOWING PARAGRAPH WILL APPEAR IF NON MEP OR MEPS WHERE ALL PARTICIPATING EMPLOYER ASSETS ARE CONSIDERED IN THE CALCULATION IN THE AGGREGATE

Using the percentages in the table above, for the first Deposit Year, the CAC is calculated and assessed based on the total estimated Deposits indicated by the Contractholder in the Application for Contract. During the first Deposit Year, on the day the CAC is calculated, if the balance of all Contract Accounts exceeds the total estimated deposits shown in the Application for Group Annuity Contract, the CAC will reduce to reflect the CAC for the increased amount of assets.

THE FOLLOWING PARAGRAPHS WILL APPEAR IF NON-MEP

At the end of the first Deposit Year, if the actual Deposits received, reduced by the sum of any amounts transferred from the Contract to any other plan investment options maintained outside of the Contract, is less than 50-100%/70% in Oregon of the Total Estimated Deposits shown in the Application for Group Annuity Contract, a Contract Asset Charge adjustment is made.

This adjustment is determined in accordance with the following formula and is deducted pro rata from the Combined Balance.

$A \times (B - C)$  Where:

- A = The sum of Deposits received for this Contract in the first Deposit Year reduced by the sum of any amounts transferred from the Contract to any other plan investment options maintained outside of the Contract.
- B = The Monthly Rate applicable under the Schedule above if the sum of the Deposits received in first Deposit Year reduced by the sum of any amounts transferred from the contract to any other plan investment options maintained outside of the Contract is substituted for the Combined Contract Account Balance.
- C = The Monthly Rate applicable based on the Total Estimated First-Year Deposits shown in the Application for Group Annuity Contract.

THE FOLLOWING SENTENCE WILL APPEAR IF MEP

Using the percentages in the table above, beginning with the second Deposit Year, CACs are assessed each month/quarter/year, based on the actual balance of all Contract Accounts for all participating employers. ]

ANY ADDITIONAL FEE CHARGED BY THE COMPANY FOR OTHER SERVICES REQUESTED BY THE CONTRACTHOLDER WILL BE SHOWN IN THE "ADDITIONAL FEES" SECTION. SUCH SECTION IS NOT APPLICABLE IN OREGON OR TEXAS.

WHEN ANY POPULATED INFORMATION CHANGES ON THIS SCHEDULE, A NEW SCHEDULE WILL BE GENERATED AND DELIVERED TO THE CONTRACTHOLDER.

**Transamerica Life Insurance Company**  
(NAIC # 86231-468) (FEIN# 39-0989781)

**Statement of Variability – As of January 1, 2012**

**Form Number: CNT-TLIC (SCHMCECAC)(2) - Schedule of Contract Asset Charges and Fees**

THE FOLLOWING INFORMATION AT THE TOP OF THE FORM IS CONTRACTHOLDER SPECIFIC AND WILL BE ELECTRONICALLY POPULATED:

- Contract Number
- Effective Date of Contract
- Effective Date of Schedule

THE FOLLOWING PARAGRAPH WILL APPEAR FOR ALL ISSUES WHERE A CREDIT IS GIVEN FOR PRIOR SURRENDER CHARGES, EXCEPT MEP PLANS WHERE ONLY THE ASSETS OF EACH INDIVIDUAL PARTICIPATING EMPLOYER ARE CONSIDERED. ADDITIONALLY, THE CONTRACT ASSET CHARGE PERCENTAGE VARIES IN ACCORDANCE WITH THE PERCENT NEEDED FOR RECOVERY DURING THE RECOVERY PERIOD. **THE EXPECTED RANGES FOR THIS CONTACT ASSET CHARGE WILL BE 0% TO 4.0%. WE RESERVE THE RIGHT TO NEGOTIATE DIFFERENT RANGES ON A CONTRACT BY CONTRACT BASIS FOR SPECIALLY NEGOTIATED CONTRACTS.**

For the first [1-10] or [1-9 in Oregon] Deposit Year(s) the Contact Asset Charge (“CAC”) is [0%-4.00%] of the Total Estimated First Year Deposits shown in the Application for Contract ]

THE FOLLOWING PARAGRAPH WILL APPEAR IF MEP AND EACH INDIVIDUAL PARTICIPATING EMPLOYER ASSETS ARE CONSIDERED IN THE CALCULATION.

For all years, using the percentages in the table below, the CAC is based on the actual assets of each individual participating employer and not on the assets of the entire Contract.

THE FOLLOWING PARAGRAPH WILL APPEAR FOR ALL ISSUES WHERE A CREDIT IS NOT GIVEN FOR PRIOR SURRENDER CHARGES, EXCEPT MEP PLANS WHERE ONLY THE ASSETS OF EACH INDIVIDUAL PARTICIPATING EMPLOYER ARE CONSIDERED.

Using the percentages in the table below, for the first Deposit Year, the CAC is calculated and assessed based on the total estimated Deposits indicated by the Contractholder in the Application for Contract. During the first Deposit Year, on the day the CAC is calculated, if the balance of all Contract Accounts exceeds the total estimated deposits shown in the Application for Group Annuity Contract, the CAC will reduce to reflect the CAC for the increased amount of assets.

THE FOLLOWING PARAGRAPHS WILL APPEAR FOR ALL ISSUES WHERE A CREDIT IS NOT GIVEN FOR PRIOR SURRENDER CHARGES, EXCEPT MEP PLANS.

At the end of the first Deposit Year, if the actual Deposits received, reduced by the sum of any amounts transferred from the Contract to any other plan investment options maintained outside of the Contract, is less than 50-100%/70% in Oregon of the Total Estimated Deposits shown in the Application for Group Annuity Contract, a Contract Asset Charge adjustment is made.

This adjustment is determined in accordance with the following formula and is deducted pro rata from the Combined Balance.  
 $A \times (B - C)$  Where:

- A = The sum of Deposits received for this Contract in the first Deposit Year reduced by the sum of any amounts transferred from the Contract to any other plan investment options maintained outside of the Contract.
- B = The Monthly Rate applicable under the Schedule above if the sum of the Deposits received in first Deposit Year reduced by the sum of any amounts transferred from the contract to any other plan investment options maintained outside of the Contract is substituted for the Combined Contract Account Balance.
- C = The Monthly Rate applicable based on the Total Estimated First-Year Deposits shown in the Application for Group Annuity Contract.

THE FOLLOWING PARAGRAPH WILL APPEAR IF NON-MEP WHERE ALL PARTICIPATING EMPLOYER ASSETS ARE CONSIDERED.

Thereafter, the CACs are based on a percentage shown in the Table of Contract Asset Charges below, using the balance of all contract accounts for the basis of calculation.

THE FOLLOWING PARAGRAPH WILL APPEAR IF MEP WHERE ALL PARTICIPATING EMPLOYER ASSETS ARE CONSIDERED.

Thereafter, the CACs are based on a percentage shown in the Table of Contract Asset Charges below, using the assets for all participating employers in the aggregate for the basis of calculation.

THE FOLLOWING PARAGRAPH WILL APPEAR IF MONTHLY AND A DAY IN THE MONTH IS SPECIFIED.

The CAC is calculated on the 1st – 31st of each month and is assessed on the next Business Day on a pro-rata basis to all Contract Accounts, as shown in the Schedule of Separate Accounts. 1/12th of the annual CAC percentages shown in this Schedule of Contract Asset Charges and Fees is applied each month.

THE FOLLOWING PARAGRAPH WILL APPEAR IF MONTHLY AND A DAY IN THE MONTH IS NOT SPECIFIED.

The CAC percentages shown in this Schedule of Contract Asset Charges and Fees are applied each month. The CAC is only applied on Contract assets that are held under the Contract on the date the CAC is calculated. For the purpose of calculating the CAC for partial months, a partial month is considered a full month.

THE FOLLOWING PARAGRAPH WILL APPEAR IF QUARTERLY OR ANNUALLY.

The CAC will be calculated on the last day of each [quarter] [year] and will be assessed on the next Business Day on a pro-rata basis to all Contract Accounts, as shown in the Schedule of Separate Accounts. [1/4th of the] (or) [The] annual CAC percentages shown in this Schedule of Contract Asset Charges and Fees will be applied each [quarter] [year]. The CAC is only applied on Contract assets that are held under the Contract on the date the CAC is calculated. For the purpose of calculating the CAC for partial [quarters] [years], the CAC calculation will be based on the number of months the Contract was in force since the date of the first Deposit for new contracts or since the last CAC was assessed. A partial month is considered a full month. For each month in a partial [quarter] [year] that the contract was in force, 1/12th of the annual Contract Asset Charge is assessed.

THE TABLE OF CONTRACT ASSET CHARGES WILL BE ELECTRONICALLY CREATED BASED ON THE PRODUCT CHOSEN AND THE AVAILABLE OPTIONS UNDER THE PRODUCT. A NEGATIVE AMOUNT IN THE TABLE OF CONTRACT ASSET CHARGES REPRESENTS A CREDIT TO THE CONTRACT. THIS STATEMENT WILL BE INCLUDED IN CLOSE PROXIMITY TO THE TABLE OF CONTRACT ASSET CHARGES, EITHER AS PART OF THE TABLE HEADINGS OR BELOW THE TABLE. **THE EXPECTED RANGES FOR THE CONTRACT ASSET CHARGES WILL BE 0% TO 4.0%. WE RESERVE THE RIGHT TO NEGOTIATE DIFFERENT RANGES ON A CONTRACT BY CONTRACT BASIS FOR SPECIALLY NEGOTIATED CONTRACTS.**

<i>[Combined Balance of all Contract Accounts] [Combined Balance of all Contract Accounts for all employers participating in the Contract] [Combined Balance of all Contract Accounts, for assets of each individual employer participating in the Contract and not in the Aggregate]</i>	<i>[Monthly Charge] (A negative percentage represents a credit to the Contract)</i>	<i>[Quarterly Charge] (A negative percentage represents a credit to the Contract)</i>	<i>[Annual Charge] (A negative percentage represents a credit to the Contract)</i>
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THE TIME PERIOD FOR CALCULATING THE CONTRACT ASSET CHARGES MAY VARY AS IT RELATES TO SHOWING MONTHLY, ANNUAL, OR QUARTERLY CHARGES.

THE FOLLOWING PARAGRAPH WILL APPEAR IF MONTHLY AND A DAY IN THE MONTH IS SPECIFIED. **THE EXPECTED RANGE FOR THE DAY OF THE MONTH USED IS 1<sup>ST</sup> THROUGH THE 31<sup>ST</sup>.**

A Contract Asset Charge (CAC) will be calculated on the 1<sup>st</sup> – 31<sup>st</sup> of each month and will be assessed on the next Business Day on a pro-rata basis to all Contract Accounts, as shown in the Schedule of Separate Accounts. 1/12<sup>th</sup> of the annual CAC percentages shown in this Schedule of Contract Asset Charges and Fees will be applied each month.

THE FOLLOWING PARAGRAPH WILL APPEAR IF **MONTHLY** AND A DAY IN THE MONTH IS NOT SPECIFIED

The CAC percentages shown in this Schedule of Contract Asset Charges and Fees will be applied each month. The CAC is only applied on Contract assets that are held under the Contract on the date the CAC is calculated. For the purpose of calculating the CAC for partial months, a partial month is considered a full month.

THE FOLLOWING PARAGRAPH WILL APPEAR IF **QUARTERLY OR ANNUALLY**

A Contract Asset Charge (CAC) will be calculated on the last day of each quarter/year and will be assessed on the next Business Day on a pro-rata basis to all Contract Accounts, as shown in the Schedule of Separate Accounts. 1/4th of the/or The annual CAC percentages shown in this Schedule of Contract Asset Charges and Fees will be applied each quarter/year. The CAC is only applied on Contract assets that are held under the Contract on the date the CAC is calculated. For the purpose of calculating the CAC for partial quarters/years, the CAC calculation will be based on the number of months the Contract was in force since the date of the first Deposit for new contracts or since the last CAC was assessed. A partial

month is considered a full month. For each month in a partial [quarter] [year] that the contract was in force, 1/12<sup>th</sup> of the annual Contract Asset Charge is assessed.

ANY ADDITIONAL FEE CHARGED BY THE COMPANY FOR OTHER SERVICES REQUESTED BY THE CONTRACTHOLDER WILL BE SHOWN IN THE “ADDITIONAL FEES” SECTION. SUCH SECTION IS NOT APPLICABLE IN OREGON OR TEXAS.

WITHIN THE PARAGRAPH THAT DESCRIBES THE MAKE-UP AMOUNT, THE AMOUNT VARIES BASED ON THE ACTUAL AMOUNT QUALIFIED FOR BY THE CONTRACTHOLDER.

WHEN ANY POPULATED INFORMATION CHANGES ON THIS SCHEDULE, A NEW SCHEDULE WILL BE GENERATED AND DELIVERED TO THE CONTRACTHOLDER.



**Transamerica Life Insurance Company**  
(NAIC # 86231-468) (FEIN# 39-0989781)

**Statement of Variability – As of January 1, 2012**

**Form Number: CNT-TLIC (SCHMVECD)(2) - Schedule of Contract Discontinuance Value**

THE FOLLOWING INFORMATION AT THE TOP OF THE FORM IS CONTRACTHOLDER SPECIFIC AND WILL BE ELECTRONICALLY POPULATED:

- Contract Number
- Effective Date of Contract

THE FOLLOWING PARAGRAPH ONLY SHOW WHEN A CIT SEPARATE ACCOUNT STABLE VALUE CONTRACT ACCOUNT IS SELECTED BY THE CONTRACTHOLDER. THE TIME PERIOD FOR THE NUMBER OF MONTHS ADVANCE NOTICE IS REQUIRED BY THE UNDERLYING INVESTMENT VARIES BY THE REQUIREMENTS OF THE UNDERLYING INVESTMENT. **EXPECTED RANGE IS 0-24 MONTHS.**

**Separate Account Stable Value Accounts**

The trustees for underlying investments of separate account stable value products often require 12 months advance notice for withdrawals made as a result of Discontinuance unless an earlier withdrawal is approved by the trustee of the underlying investment. The trustee of the underlying investment may have authority to delay payments for a longer period in extraordinary market conditions. Earlier withdrawal may be approved if the trustee of the underlying investment determines that such withdrawal is not detrimental to the best interest of the underlying investment. Upon Notice of Discontinuance, we will give the trustee of the underlying investment advance notice of the withdrawal associated with the Discontinuance. The Discontinuance Payment will be withdrawn on the date permitted by the underlying investment; either at the end of the 12-month notice period or such earlier date as may be allowed for by the trustee of the underlying investment.

THE LAST FOUR PARAGRAPHS ONLY SHOW WHEN A GENERAL ACCOUNT STABLE VALUE CONTRACT ACCOUNT IS SELECTED BY THE CONTRACTHOLDER.

IN THE SECOND PARAGRAPH, THE NUMBER OF DAYS THAT GENERAL ACCOUNT STABLE VALUE ASSETS WILL BE HELD BEFORE TRANSFER VARIES DEPENDING ON THE TYPE OF GENERAL ACCOUNT STABLE VALUE CONTRACT ACCOUNT SELECTED BY THE CONTRACTHOLDER. **EXPECTED VALUES ARE 90<sup>TH</sup> OR 270<sup>TH</sup> DAYS.**

IN THE THIRD PARAGRAPH THE PERCENTAGES AND TIME FRAMES WILL VARY IN ACCORDANCE WITH THE COMPANY'S FORMULA FOR MEASURING THE WITHDRAWAL RATES OF THE GENERAL ACCOUNT STABLE VALUE CONTRACT ACCOUNT. **EXPECTED RANGES ARE 1%-20% FOR 1-6 A MONTH PERIOD OR 1%-50% FOR A 6-12 MONTH PERIOD.**

**General Account Stable Value Fund:**

Notwithstanding any of the provisions in Section A or any other provision under this Contract, withdrawals from the General Account Stable Value Fund resulting from Total Discontinuance or Partial Discontinuance will be paid within 30 days from the day we receive Advance Notice of discontinuance. Such value will be calculated on the day before the payment is made. Payments under this provision are subject to the Deferral of Payment or Transfer of General Account Stable Value Fund provision below.

**Contractholder's Direction to Transfer Assets of the General Account Stable Value Fund:**

Notwithstanding any other provision under the Contract, the value calculated for transfers from the General Account Stable Value Fund (described in Section A of this Contract), resulting from the Contractholder directing Transamerica to transfer all or portions of the General Account Stable Value Fund assets to another Investment Account available under the Contract, will be transferred on the 90<sup>th</sup>/270<sup>th</sup> Business Day after direction is received by us from the Contractholder; provided, however, that in the event Transamerica declares a guaranteed credited rate that is reduced from the guaranteed credited rate then in effect, such transfer shall be executed within 30 days of the day we receive the transfer request. Transfers under this provision are subject to the Deferral of Payment or Transfer of General Account Stable Value Fund provision below.

**Deferral of Payment or Transfer of General Account Stable Value Fund:**

If Transamerica incurs withdrawals and/or receives withdrawal requests equal to or greater than either:

- (a) 1%-20% of the total assets of all General Account Stable Value Funds and similar-type fixed dollar general accounts established in the Transamerica Retirement Services division of Transamerica ("TRS Stable Value Accounts") during any consecutive 1-6-month period, or
- (b) 1%-50% of the total assets of all TRS Stable Value Accounts during any consecutive 6-12-month period,

and such withdrawals would materially adversely affect the financial condition of the TRS Stable Value Accounts, in Transamerica's reasonable judgment, Transamerica may delay payments and transfers of such assets for all contractholders for up to 12 months (the "Delay Period").

During the Delay Period, withdrawals resulting from Total Discontinuances or Partial Discontinuances and requests to remove and transfer General Account Stable Value Fund assets to another Investment Account will be delayed for all contractholders invested in the General Account Stable Value Fund until the end of the Delay Period. The Delay Period will be administered on a non-discriminatory basis and will begin for all contractholders invested in the General Account Stable Value Fund on a date specified by Transamerica and end for all contractholders invested in the General Account Stable Value Fund on a subsequent date specified by Transamerica, but no later than 12 months after the start date. If any contractholder selects the General Account Stable Value Fund as a Contract Account after a Delay Period has commenced, such contractholder will be subject to the Delay Period from the date the contractholder selects the General Account Stable Value Fund until Transamerica declares that the Delay Period has ended for all contractholders. The Delay Period will not be applied to any transfer or withdrawal requests made within 30 days of our announcement to decrease the six-month guaranteed interest rate. Transamerica will not reduce the guaranteed interest rate during the Delay Period.

SURRENDER CHARGES MAY APPLY FOR CLIENTS WHERE CREDIT IS GIVEN FOR PRIOR SURRENDER CHARGES OR WHERE COMMISSIONS ARE RECOVERED. THE RANGES FOR EACH YEAR ARE SHOWN. THE COMPANY MAY COLLAPSE LIKE VALUES IN ORDER TO VARY THE RECOVERY PERIOD IN ACCORDANCE WITH THE DEMOGRAPHICS OF EACH CASE.

THE RANGES FOR OREGON ARE LIMITED TO THOS SHOWN.

**Discontinuance Charge Percentages**

0.00-10.00%	For payment dates occurring in the first Deposit Year
0.00-9.00%	For payment dates occurring in the second Deposit Year
0.00-8.00%	For payment dates occurring in the third Deposit Year
0.00-7.00%	For payment dates occurring in the fourth Deposit Year
0.00-6.00%	For payment dates occurring in the fifth Deposit Year
0.00-5.00%	For payment dates occurring in the sixth Deposit Year
0.00-4.00%	For payment dates occurring in the seventh Deposit Year
0.00-3.00%	For payment dates occurring in the eighth Deposit Year
0.00-2.00%	For payment dates occurring in the ninth Deposit Year
0.00-1.00%	For payment dates occurring in the tenth Deposit Year
0.00%	For payment dates thereafter

**(Oregon) Discontinuance Charge Percentages**

0.00-9.00%	For payment dates occurring in the first Deposit Year
0.00-8.00%	For payment dates occurring in the second Deposit Year
0.00-7.00%	For payment dates occurring in the third Deposit Year
0.00-6.00%	For payment dates occurring in the fourth Deposit Year
0.00-5.00%	For payment dates occurring in the fifth Deposit Year
0.00-4.00%	For payment dates occurring in the sixth Deposit Year
0.00-3.00%	For payment dates occurring in the seventh Deposit Year
0.00-2.00%	For payment dates occurring in the eighth Deposit Year
0.00-1.00%	For payment dates occurring in the ninth Deposit Year
0.00%	For payment dates thereafter

WHEN ANY POPULATED INFORMATION CHANGES ON THIS SCHEDULE, A NEW SCHEDULE WILL BE GENERATED AND DELIVERED TO THE CONTRACTHOLDER.

**Transamerica Life Insurance Company**  
(NAIC # 86231-468) (FEIN# 39-0989781)

**Statement of Variability – As of January 1, 2012**

**Form Number: CNT-TLIC (SCHSA)(2) - Schedule of Separate Accounts**

THE FOLLOWING INFORMATION AT THE TOP OF THE FORM IS CONTRACTHOLDER SPECIFIC AND WILL BE ELECTRONICALLY POPULATED:

- Contract Number
- Effective Date of Contract
- Effective Date of Schedule

THE SCHEDULE OF SEPARATE ACCOUNTS VARIES IN ACCORDANCE WITH THE COMPANY'S SEPARATE ACCOUNT OFFERINGS FOR EACH PRODUCT. THE SCHEDULE WILL SHOW ONLY THIS SEPARATE ACCOUNT/INVESTMENT ACCOUNTS SELECTED BY THE CONTRACTHOLDER.

EACH SEPARATE ACCOUNT INVESTMENT ACCOUNT WILL HAVE A VARIABLE INVESTMENT ACCOUNT CLASS. **EXPECTED VALUES ARE: FIXED OR GRADED (BY ASSETS LEVEL)..**

IT FURTHER VARIES IN ACCORDANCE WITH THE APPLICABLE SEPARATE ACCOUNT MAINTENANCE CHARGES. **EXPECTED RANGE: UP TO THE AMOUNT CHARGED THE COMPANY PLUS 2.0%**

EACH SEPARATE ACCOUNT INVESTMENT ACCOUNT WILL HAVE A VARIABLE ADMINISTRATIVE CHARGE. **EXPECTED RANGE: UP TO THE AMOUNT CHARGED THE COMPANY PLUS 3.0%**

THE ADMINISTRATIVE CHARGES APPLIED FOR A GRADED INVESTMENT ACCOUNT CLASS MAY VARY IN ACCORDANCE WITH THE APPLICABLE BANDING OF ASSETS ESTABLISHED BY THE COMPANY. **EXPECTED RANGE: UP TO THE AMOUNT CHARGED THE COMPANY PLUS 3.0%**

THE TIME PERIOD IN WHICH THE GRADED INVESTMENT ACCOUNT CLASS SCHEDULE APPLIES WILL EITHER BY QUARTERLY OR ANNUAL.

WHEN ANY POPULATED INFORMATION CHANGES ON THIS SCHEDULE, A NEW SCHEDULE WILL BE GENERATED AND DELIVERED TO THE CONTRACTHOLDER.

**Transamerica Life Insurance Company**  
(NAIC # 86231-468) (FEIN# 39-0989781)

**Statement of Variability – As of January 1, 2012**

**Form Number: CNT-TLIC (SCHCD)(2) - Schedule of Contract Discontinuance Value**

THE FOLLOWING INFORMATION AT THE TOP OF THE FORM IS CONTRACTHOLDER SPECIFIC AND WILL BE ELECTRONICALLY POPULATED:

- Contract Number
- Effective Date of Contract

THE FOLLOWING PARAGRAPH ONLY SHOW WHEN A CIT SEPARATE ACCOUNT STABLE VALUE CONTRACT ACCOUNT IS SELECTED BY THE CONTRACTHOLDER..

**Separate Account Stable Value Accounts**

The trustees for underlying investments of separate account stable value products often require 12 months advance notice for withdrawals made as a result of Discontinuance unless an earlier withdrawal is approved by the trustee of the underlying investment. The trustee of the underlying investment may have authority to delay payments for a longer period in extraordinary market conditions. Earlier withdrawal may be approved if the trustee of the underlying investment determines that such withdrawal is not detrimental to the best interest of the underlying investment. Upon Notice of Discontinuance, we will give the trustee of the underlying investment advance notice of the withdrawal associated with the Discontinuance. The Discontinuance Payment will be withdrawn on the date permitted by the underlying investment; either at the end of the 12-month notice period or such earlier date as may be allowed for by the trustee of the underlying investment.

THE LAST FOUR PARAGRAPHS ONLY SHOW WHEN A GENERAL ACCOUNT STABLE VALUE CONTRACT ACCOUNT IS SELECTED BY THE CONTRACTHOLDER.

IN THE SECOND PARAGRAPH, THE NUMBER OF DAYS THAT GENERAL ACCOUNT STABLE VALUE ASSETS WILL BE HELD BEFORE TRANSFER VARIES DEPENDING ON THE TYPE OF GENERAL ACCOUNT STABLE VALUE CONTRACT ACCOUNT SELECTED BY THE CONTRACTHOLDER. **EXPECTED VALUES ARE 90<sup>TH</sup> OR 270<sup>TH</sup> DAYS.**

IN THE THIRD PARAGRAPH THE PERCENTAGES AND TIME FRAMES WILL VARY IN ACCORDANCE WITH THE COMPANY'S FORMULA FOR MEASURING THE WITHDRAWAL RATES OF THE GENERAL ACCOUNT STABLE VALUE CONTRACT ACCOUNT. **EXPECTED RANGES ARE 1%-20% FOR 1-6 A MONTH PERIOD OR 1%-50% FOR A 6-12 MONTH PERIOD.**

**General Account Stable Value Fund:**

Notwithstanding any of the provisions in Section A or any other provision under this Contract, withdrawals from the General Account Stable Value Fund resulting from Total Discontinuance or Partial Discontinuance will be paid within 30 days from the day we receive Advance Notice of discontinuance. Such value will be calculated on the day before the payment is made. Payments under this provision are subject to the Deferral of Payment or Transfer of General Account Stable Value Fund provision below.

**Contractholder's Direction to Transfer Assets of the General Account Stable Value Fund:**

Notwithstanding any other provision under the Contract, the value calculated for transfers from the General Account Stable Value Fund (described in Section A of this Contract), resulting from the Contractholder directing Transamerica to transfer all or portions of the General Account Stable Value Fund assets to another Investment Account available under the Contract, will be transferred on the 90th/270th Business Day after direction is received by us from the Contractholder; provided, however, that in the event Transamerica declares a guaranteed credited rate that is reduced from the guaranteed credited rate then in effect, such transfer shall be executed within 30 days of the day we receive the transfer request. Transfers under this provision are subject to the Deferral of Payment or Transfer of General Account Stable Value Fund provision below.

**Deferral of Payment or Transfer of General Account Stable Value Fund:**

If Transamerica incurs withdrawals and/or receives withdrawal requests equal to or greater than either:

- (a) 1%-20% of the total assets of all General Account Stable Value Funds and similar-type fixed dollar general accounts established in the Transamerica Retirement Services division of Transamerica ("TRS Stable Value Accounts") during any consecutive 1-6-month period, or
- (b) 1%-50% of the total assets of all TRS Stable Value Accounts during any consecutive 6-12-month period,

and such withdrawals would materially adversely affect the financial condition of the TRS Stable Value Accounts, in Transamerica's reasonable judgment, Transamerica may delay payments and transfers of such assets for all contractholders for up to 12 months (the "Delay Period").

During the Delay Period, withdrawals resulting from Total Discontinuances or Partial Discontinuances and requests to remove and transfer General Account Stable Value Fund assets to another Investment Account will be delayed for all contractholders invested in the General Account Stable Value Fund until the end of the Delay Period. The Delay Period will be administered on a non-discriminatory basis and will begin for all contractholders invested in the General Account Stable Value Fund on a date specified by Transamerica and end for all contractholders invested in the General Account Stable Value Fund on a subsequent date specified by Transamerica, but no later than 12 months after the start date. If any contractholder selects the General Account Stable Value Fund as a Contract Account after a Delay Period has commenced, such contractholder will be subject to the Delay Period from the date the contractholder selects the General Account Stable Value Fund until Transamerica declares that the Delay Period has ended for all contractholders. The Delay Period will not be applied to any transfer or withdrawal requests made within 30 days of our announcement to decrease the six-month guaranteed interest rate. Transamerica will not reduce the guaranteed interest rate during the Delay Period.

WHEN ANY POPULATED INFORMATION CHANGES ON THIS SCHEDULE, A NEW SCHEDULE WILL BE GENERATED AND DELIVERED TO THE CONTRACTHOLDER.

**Transamerica Life Insurance Company**  
(NAIC # 86231-468) (FEIN# 39-0989781)

**Statement of Variability – As of January 1, 2012**

**Form Number: CNT-TLIC (SCHOB)(2) - Schedule of Benefits**

THE FOLLOWING INFORMATION AT THE TOP OF THE FORM IS CONTRACTHOLDER SPECIFIC AND WILL BE ELECTRONICALLY POPULATED:

- Contract Number
- Effective Date of Contract
- Effective Date of Schedule

IN THE BODY OF THE SCHEDULE, THE FOLLOWING INFORMATION IS CONTRACTHOLDER SPECIFIC AND WILL BE ELECTRONICALLY POPULATED:

- Plan Name
- Contractholder
- Effective Date
- First Anniversary
- Jurisdiction
- Stable Value Fund Selection Indicator (yes or no)
- Expected Takeover Amount

IF THE GENERAL ACCOUNT STABLE VALUE IS SELECTED BY THE CONTRACTHOLDER THE FOLLOWING VARIABLE TEXT WILL APPLY.

General Account Stable Value Fund Activated: Yes/No - dependent upon the selection made by the contractholder .

General Account Stable Value Fund Guaranteed Interest Rate and Period: The then current rate will be shown, along with the period in which the rate will be effective.

Transamerica guarantees a credited rate of interest on amounts allocated to the General Account Stable Value Fund. On a semi-annual basis Transamerica shall declare a guaranteed credited rate that shall apply for a six-month period. Transamerica will declare the guaranteed credited rate of interest at six-month and at least 45 days in advance of the date the new rate becomes effective. The guaranteed rate of interest shall not change during the six month period for which it is effective. The General Account Stable Value Fund Guaranteed Interest Rate shown in this schedule will be guaranteed for the Period shown above. There is no minimum guaranteed interest rate under this Contract. Interest is credited to the General Account Stable Value Fund daily, based on its beginning daily balance, at a rate of interest, which is the daily equivalent of the applicable effective annual rate of interest established. The Contractholder may replace the General Account Stable Value Fund with another Investment Account or discontinue the Contract in accordance with the transfer and discontinuance provisions of the Contract and the Schedule of Contract Discontinuance Value.

WHEN ANY POPULATED INFORMATION CHANGES ON THIS SCHEDULE, A NEW SCHEDULE WILL BE GENERATED AND DELIVERED TO THE CONTRACTHOLDER.

## **Transamerica Life Insurance Company**

A Stock Company

Home Office: 4333 Edgewood Road NE. Cedar Rapids, IA 52499


Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015

January 6, 2012

INSURANCE COMMISSIONER

This letter, or a copy thereof, will authorize Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. to represent Transamerica Life Insurance Company in any matters related to the submission of policy forms to your state.

Very truly yours,

A handwritten signature in cursive script that reads "Beverly Sanchez".

Beverly Sanchez  
Associate Vice President  
Product Development Group  
Transamerica Life Insurance Company

# MITCHELL || WILLIAMS

Doak Foster  
Direct Dial: 501-688-8841  
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425 West Capitol Avenue, Suite 1800  
Little Rock, Arkansas 72201-3525  
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January 27, 2012

The Honorable Jay Bradford  
Commissioner of Insurance  
Arkansas Insurance Department  
1200 West 3rd Street  
Little Rock, AR 72201-1904

Attn: Ms. Linda Bird

RE: **TRANSAMERICA LIFE INSURANCE COMPANY**  
(NAIC No. 86231; FEIN No. 39-0989781)  
AMEND-07-SVF Amendment to Contract  
AMEND-07-SAMC Amendment to Contract  
CNT-TLIC (SCHOB)(2) Schedule of Benefits  
CNT-TLIC (SCHCAC)(2) Schedule of Contract Asset Charges  
CNT-TLIC (SCHMVEECAC)(2) Schedule of Contract Asset Charges  
CNT-TLIC (SCHCD)(2) Schedule of Contract Discontinuance Value  
CNT-TLIC (SCHMVECD)(2) Schedule of Contract Discontinuance Value  
CNT-TLIC (SCHSA)(2) Schedule of Separate Accounts  
APP-07(2) Application for Contract  
CAPP-07(2) Application to Change Investment Choices  
APP-RFCC-07(2) Application for Change

- **SERFF Filing No. MWSG-127963240**

Dear Commissioner Bradford:

On behalf of our client, Transamerica Life Insurance Company (the "Company"), we are enclosing the above referenced forms for your review and approval to be used on a general use basis with new and existing contracts. Also enclosed are the following:

1. The Company's letter authorizing Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. to make this filing on the Company's behalf.
2. Statements of Variability for the Applications and Schedules.
3. The filing fee of \$550.00, which represents a fee of \$50.00 per form, is being submitted via EFT.
4. A Certification of Compliance.



5. Pursuant to Ark. Code Ann. § 23-80-204(b)(3), a Flesch score certification is not being provided as the base contract with which these forms will be used serves as a funding vehicle for pension, profit-sharing or deferred compensation plans.

These forms will be used with group annuity contract # CNT-TLIC 10-05 previously approved by your Department on 8/9/2005.

The Amendments are new and do not replace any forms previously approved by your Department. The Schedules and Application forms will replace previously approved forms as follows:

NEW FORM	FORM BEING REPLACED	APPROVAL DATE OF FORM BEING REPLACED	SERFF OR STATE TRACKING NUMBER
CNT-TLIC (SCHOB)(2)	CNT-TLIC (SCHOB)		8/9/2005
CNT-TLIC (SCHCAC)(2)	CNT-TLIC (SCHCAC)		8/9/2005
CNT-TLIC (SCHMVECAC)(2)	CNT-TLIC (SCHMVECAC)		8/9/2005
CNT-TLIC (SCHCD)(2)	CNT-TLIC (SCHCD)		8/9/2005
CNT-TLIC (SCHMVECD)(2)	CNT-TLIC (SCHMVECD)		8/9/2005
CNT-TLIC (SCHSA)(2)	CNT-TLIC (SCHSA)		8/9/2005
APP-07(2)	APP-07	AEGN-126660276	6/18/2010
CAPP-07(2)	CAPP-07	AEGN-126660276	6/18/2010
APP-RFCC-07(2)	APP-RFCC-07	AEGN-126660276	6/18/2010

Amendment form # AMEND-07-SVF provides for more prompt payment of the Discontinuance Value of the Stable Value Fund and increases the guarantee period for crediting interest from 1 month to 6 months on funds allocated to the General Account Stable Value Fund.

Amendment form # AMEND-07-SAMC renames some of the charges within the subject contracts and schedules, and deletes certain references within the Schedule of Separate Accounts. It also deletes references to the suspense account. Please note, however, that the Company will continue to hold in suspense amounts received from contractholders for which allocation instructions are incomplete. The enclosed Schedules reflect the Amendments' modifications. The Applications are modified to include specific verbiage to address, upcoming ERISA fee disclosure requirements and to include additional guidelines for investing in a separate account that has a Collective Investment Trust as the underlying investment and additional guidelines for investing in Target Maturity Funds/Asset Allocation Funds.

The enclosed forms have been submitted to Iowa, the domestic state, and are currently pending.

The contracts with which these forms will be used (the "Contracts") are unallocated group annuity contracts issued or to be issued to sponsors of retirement plans intended to qualify under Section 401(a) of the Internal Revenue Code. The enclosed forms contain no unusual or controversial provisions and do not vary from industry standards. The Contracts are issued on a group basis and sold by licensed agents. The Company primarily issues the Contracts to employer groups or to trustees of a fund established by an employer. However, the Company may from time to time issue the Contracts to one or more of the following types of groups to the extent that any such group is allowed by law to establish a qualified retirement plan:

1. Labor unions or similar employee organizations;
2. A trust or to the trustee(s) of a fund established or adopted by two (2) or more employees, or by one or more labor unions or similar employee organizations, or by one or more employers and one or more labor unions or similar employee organizations;
3. An association or a trust or to the trustee(s) of a fund established, created or maintained for the benefit of members of one or more associations; and
4. Credit unions or to a trustee or trustees or agent designated by two (2) or more credit unions.

There are no required premiums. Contributions allocated to the Contracts are variable and determined by the contribution arrangements between the plan sponsor and participants. Amounts allocated to the Contracts are invested in applicable Separate Accounts offered or in a General Account investment choice which pays a fixed interest rate that is declared semi-annually. There is no minimum or maximum interest rate for the General Account investment. Withdrawals, transfers, benefit payments, and expenses/credits will affect the value of the Separate Accounts and the General Account investment choice.

Monies accumulate for the purpose of making payments at future dates in amounts that are based on established mortality tables. The Separate Account offering capability applies to the accumulation phase of the Contracts. At the direction of the plan sponsor, the lump sum value of accrued benefits is used to provide for the purchase of fixed immediate annuities, but do not provide for the purchase of variable immediate annuities. The value of each investment account established is directly related to the investment results of the applicable separate account. The assets in each investment account will be invested in units of the applicable separate account. Therefore, the value of each investment account will be affected by the investment income and market changes affecting the applicable separate account. As a result, the value of the investment accounts are subject to variations, both up and down and such value is not guaranteed as to fixed dollar amount.

This product is not registered with the SEC. Since the product is issued only to retirement plans qualified under Internal Revenue Code Section 401(a) or governmental plans maintained for the exclusive benefit of the participants and beneficiaries, it is exempt from registration in accordance with Section 3(a)(2) of the Securities Act of 1933.

Variable text within each of the enclosed forms is identified with [brackets]. The Contracts' Schedules are variable as they relate to the Company's product mix and available product options. After a Contract is issued, any change to the variable information in a Schedule would be effectuated by issuing a revised Schedule with the new effective date. All variable information is described in each Statement of Variability. The Company may produce Application forms APP-07(2), CAPP-07(2) and APP-RFCC-07(2) electronically and utilize E-signature technology for the execution of the documents by the authorized signer of the Applications.

To the best of the Company's knowledge, information and belief, the forms submitted herewith are in compliance in all respects with the provisions of the insurance laws, rules and regulations of your state, and such forms contain no provisions previously disapproved by your Department.

The text of all forms are in final print. The Company reserves the right to change the appearance and pagination but not the text of these forms to comply with future changes in print systems. No font will

The Honorable Jay Bradford  
January 27, 2012  
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be less than a 10-point font size. The Company also reserves the right to change the color and/or weight of the paper on which these forms are printed and to correct typographical errors without refileing.

If you have any questions or need anything further to expedite the review and approval of this filing, please contact me at (501) 688-8841 or my paralegal, June Stracener in our Rogers office, at (479) 464-5668. Thank you for your assistance in this matter.

Sincerely,

MITCHELL, WILLIAMS, SELIG,  
GATES & WOODYARD, P.L.L.C.



By

Doak Foster

DF:bjs  
Enclosures